

AGREEMENT

This Agreement is imposed by the Bennington School District, the Mount Anthony Union High School District #14, the Southwest Vermont Regional Technical School District and Supervisory Union, the North Bennington Graded School District, the Pownal Elementary School District, the Shaftsbury Elementary School District, and the Southwest Vermont Supervisory Union, individually, upon all employees of such entities certified as teachers and represented by the Southwestern Vermont Education Association, Vermont-NEA/NEA.

ARTICLE 1 RECOGNITION

1.1 Bennington School District, Inc., pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.2 Mount Anthony Union High School District #14, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereinafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions;(c) student assistance counselors; (d) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.3 Southwest Vermont Regional Technical School District and Supervisory Union, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereinafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are

certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions;(c) student assistance counselors; (d) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.4 North Bennington Graded School District, pursuant to 16 VSA. 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.5 Pownal Elementary School District, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.6 Shaftsbury Elementary School District, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are

mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.7 Southwest Vermont Supervisory Union, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.8 Notwithstanding any provisions in this Agreement to the contrary, recognition is individual by each school system, and not joint. The provisions of this Agreement are binding upon a particular school system only insofar as such provisions pertain to teachers employed by that school system.

ARTICLE 2

BOARD PREROGATIVES

2.1 Except as specifically and directly modified by the express written provisions of this Agreement, The SWVEA agrees that each Board has complete authority over the policies and the administration of its particular school system, which it exercises under the provisions of law. It further agrees that each Board will continue to retain, whether exercised or not, the responsibility and prerogative to direct in all aspects the operation of its particular school system except as same shall be exercised in violation of any of the express terms and provisions of this Agreement. Such prerogatives include, but are not limited to: determining the care, maintenance, operation, and hours of operation of buildings, land, apparatus and other property used for school purposes; determining the number, age and qualifications of pupils to be admitted into the various schools; establishing methods, procedures, and requirements for the professional employment of teachers and other personnel; designating the schools which shall be attended by children; making such provisions as will enable each child of school age to attend school for at least the minimum of the period required by law; providing for the transportation of children, prescribing rules for the management, course of study, discipline and

classification of students; selecting and approving the text-books to be used; making rules for the arrangement, use and safekeeping of school libraries and approving the books selected therefore; preparing and submitting budgets; expending money for the maintenance and operation of the particular school system; making transfers of funds within an appropriated budget. The action of each Board with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision herein-after set forth.

2.2 The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not violate a specific written provision of this Agreement. The Board's failure to exercise any retained right or function shall not constitute a waiver of such right or function at any future time.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1 A grievance is a claim by a teacher, a group of teachers or the SWVEA that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement.

3.2 A teacher having a matter he/she wishes to grieve is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time limit for filing a grievance, but such time limit may be extended by mutual agreement in writing.

3.3 In order for a grievance to be considered under the procedure provided in this Agreement, the grievance must be formally initiated within fifteen (15) days from the date when the grievant knew or should have known of the occurrence of the acts or omissions upon which the grievance is based.

3.4 All the time limits stated herein shall consist of school days for the period commencing with first student attendance day at the beginning of a school year through June 1. During the remainder of the year, the time limits shall consist of all week days (Monday-Friday excluding legal holidays). The parties shall in good faith attempt to proceed so that grievances may be resolved before the close of school in June or as soon as practicable thereafter. Failure of the grievant or Association to adhere to the timelines noted herein shall render the grievance null and void. Failure of the administration or Board to render a decision within the timeline noted herein shall be construed as a

denial of the grievance and the grievant or Association may proceed to the next step of the procedure. By mutual agreement in writing between the grievant or Association representative and the administrator, said administrator's step of the grievance procedure may be by-passed and the grievant or Association may move the grievance to the next step of the procedure by the deadline agreed upon by the grievant/Association and the administrator.

3.5 Step One. A teacher, group of teachers, or the SWVEA, having a grievance that has not been informally resolved as provided above, shall formally submit the grievance, in writing, within the prescribed time to the principal or immediate supervisor with a copy to the Vice-President of the SWVEA and the Superintendent. The written grievance shall contain the following:

a) The name, assignment, address, and telephone number of the grievant(s).

b) The specific provision or provisions of the agreement claimed to be violated.

c) The time(s) and place(s) the incident(s) or action(s) leading to the grievance occurred.

d) The name and identity of the persons allegedly involved in the incident(s) or the action(s) leading to the grievance with a description of each person's involvement in the incident(s) or action(s).

e) A narrative description of all the facts known to the grievant upon which the grievance is based.

f) The remedy or corrective action sought by the grievant.

Within two (2) days of the submission of a written grievance, there shall be a meeting between the grievant(s) and the principal or immediate supervisor for the purpose of clarifying the facts and issues of the grievance.

Within five (5) days after submission of the written grievance, the principal or the immediate supervisor shall give his/her written reply, with reasons, to the grievant with a copy to SWVEA's Vice President.

Step Two. If the grievance is not settled at Step One, the grievant may, within ten (10) days of the Principal's or immediate supervisor's written reply, or if no written reply, the reply deadline, present the grievance, in writing, to the Superintendent of Schools with a copy of the grievance to the Vice-President of SWVEA. A meeting between the grievant and the Superintendent, or his/her designee, shall be arranged at a

mutually agreeable time for the purpose of resolving the grievance within ten (10) days of the receipt of the grievance by the Superintendent. Seven (7) days after the meeting, the Superintendent shall give his/her written reply to the grievant with a copy to the Vice-President of the SWVEA.

Step Three. If the grievance is not settled at Step Two, the grievant may, within ten (10) days of the Superintendent's written reply, or if no written reply, the reply deadline, present the grievance in writing, to the Board. A meeting between the grievant and the Board or its designee shall be held within thirty (30) days following the Board's receipt of the grievance, or at a mutually agreeable time, for the purpose of resolving the grievance as promptly as practicable. In the event the parties fail to meet within the said thirty (30) days, the grievant may proceed to Step Four. In the event of such a meeting, the Board or its designee shall give its written reply to the grievant, with a copy to the Vice-President of the SWVEA, within ten (10) days after the meeting.

Step Four. If the grievance is not settled at Step Three, the SWVEA, but not the grieving individual teacher or group of teachers, may submit the grievance to binding arbitration by filing a claim for arbitration with the Superintendent no later than thirty (30) days after the Board's written reply, or, if no written reply, the reply deadline. If the Superintendent and SWVEA cannot mutually agree on an arbitrator, either party may request the appointment of an arbitrator by the American Arbitration Association which shall administer the proceedings.

3.6 Arbitration. The following general provisions shall pertain to arbitration:

a) Unless otherwise agreed to by the parties in writing, arbitration shall be administered by the American Arbitration Association and conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

b) The costs of the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the SWVEA.

c) The arbitrator will confer with representatives of the Board and the SWVEA, hold hearings, and will issue his/her decision as soon as practicable. The arbitrator's decision shall be in writing, and it shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is empowered to include in any award such financial reimbursement, or other remedies, as is proper provided he/she shall make no decision which alters, amends, adds to, or

detracts from this Agreement or which modifies or abridges the rights of the Board or the SWVEA as provided in the Agreement, or which requires the commission of any act prohibited by law.

3.7 Rights of Participants. Neither the Board, the SWVEA, the Administration nor the grievant will make any reprisals of any kind, or make any effort to influence, pressure, or intimidate any member of the Board, teacher, staff member, or administrator because of his/her participation in the grievance procedure.

3.8 General.

a) The Administration will notify the SWVEA of all formal meetings held with the grievant pursuant to the grievance procedure. A representative of the SWVEA shall have a right to be present at any such meeting.

b) The Board and the Administration will cooperate with the SWVEA and the grievant in the investigation of any grievance by making available to the SWVEA all information in the possession of the Board to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.

c) The SWVEA (and the grievant will cooperate with the Board and the Administration in the investigation of any grievance by making available to the Board and the Administration all information in the possession of the SWVEA or grievant to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.

d) It is recognized that members of the SWVEA may have to testify in order to properly process a grievance, and so any such member as well as the grievant shall be excused from his/her or her regular duties. Such excused absence shall be without loss of compensation if such member or the SWVEA notifies the Superintendent at least five (5) days in advance of the date of the hearing or within five (5) days after the assignment of a hearing date, whichever is later.

e) The SWVEA, but not a teacher, may request the Superintendent to require the attendance at a grievance or arbitration hearing of those administrators or other Board employees who have information pertinent to the grievance. The Superintendent shall direct such administrator or employee to attend if such a request is made to the Superintendent at least five (5) days in advance of the date of the hearing or within five (5) days after the assignment of a hearing date, whichever is later. Teachers having information pertinent to a grievance shall attend grievance or arbitration hearings at the request of the SWVEA or Superintendent.

f) All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants and shall not be divulged outside the school systems except in connection with grievance, arbitration and other legal proceedings.

g) The submission of any grievance to arbitration shall constitute a waiver of all judicial rights and remedies which the grievant and the SWVEA may have with respect to the matter submitted to arbitration to the maximum extent such rights and remedies can be waived.

h) Time limits provided in this article may be extended, in writing, by mutual agreement of the Board and the SWVEA.

i) If a grievance affects a group or class of teachers or compensation, the SWVEA may submit such a grievance at Step Two (Superintendent) within twenty-five (25) days after the first day of the occurrence of those acts or omissions upon which the grievance is based. The grievance shall be presented in writing and shall contain all the information required for submission at Step One.

ARTICLE 4

ALTERATION OR AMENDMENT OF AGREEMENT

4.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the SWVEA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

4.2 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

4.3 With the exception of the matters and processes referred to in Article 29.27, if any of the parties hereto shall, during the life of this Agreement, desire to make any proposal with

respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the party may submit such proposal, in writing, to the other parties and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt of the proposal and indicate whether or not the recipient wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by any of the parties hereto as an agreement by any party that said proposal comes within the purview of this Agreement.

4.4 In the event that the State of Vermont enacts legislation during the effective dates of this Agreement that includes money specifically for the purpose of teacher salary improvement, the parties shall open salary and related economic provisions of this Agreement to negotiate modifications of said provisions consistent with the guidelines and/or funding provided in the legislation.

ARTICLE 5
TEACHER ADMINISTRATION LIAISON

5.1 The SWVEA shall provide for a committee composed of the Building Representative and other teachers to meet with the building principal or his/her designee. Meetings may be scheduled at the request of the principal or the committee during the school year, at mutually convenient times, to review and discuss matters of mutual concern including building based in-service programs.

5.2 Teachers consisting of not more than one teacher from each school building, appointed by SWVEA, shall participate on the SVSU Professional Development Committee to propose, review and discuss in-service programs for SVSU or individual districts. Meetings may be scheduled at the request of the Committee or Superintendent or his/her designee at mutually convenient times.

ARTICLE 6
SWVEA PRIVILEGES

6.1 Upon reasonable advance notice to a principal of a school, the SWVEA representatives shall be allowed to visit the school supervised by the notified principal if such visit is on the SWVEA's own time (including time provided under paragraph 11.7 of this Agreement) and if such visit will not interfere with the duties of the person or persons to be visited.

6.2 In order to discharge the SWVEA's representative responsibilities in the administration of this Agreement, the following SWVEA Association representatives shall not be scheduled for administrative or non-teaching duties:

- a) One (1) representative from the Molly Stark Elementary School.
- b) One (1) representative from the Pownal Elementary School.
- c) One (1) representative from the Shaftsbury Elementary School.
- d) One (1) representative from the Bennington Elementary School District.
- e) One (1) representative from the Mount Anthony Middle School.
- f) One (1) representative from the Southwest Vermont Regional Technical School District.
- g) One (1) representative from the Mount Anthony Union High School.
- h) The President of the SWVEA, provided that any duty-free time may be exchanged with the SWVEA representative for the building in which the SWVEA President works.

The SWVEA will inform the Superintendent, in writing, of the name of each representative sufficiently in advance of each succeeding school year so as to permit the appropriate scheduling of all teachers.

6.3 The SWVEA shall have the right to use school buildings in accordance with then current building use policy for the particular building for the purpose of SWVEA meetings, without cost, at reasonable times, subject only to availability and reasonable notice to the principal of the building.

6.4 The SWVEA shall have the right to use school equipment (excluding equipment in the Central office) such as computers, typewriters, calculators, audiovisual equipment and other technological support equipment within the school building for SWVEA business. Said use shall be subject only to availability and reasonable notice to the principal of the building involved. Expendable material will be at the SWVEA's expense except for material used by SWVEA for presentations to the Board for the building involved or the Administration for the building involved. The public address system may be used to announce date, time and place of SWVEA meetings.

6.5 There will be one (1) bulletin board of appropriate size for the SWVEA in the faculty lounge in each school building for the purpose of displaying SWVEA notices, circulars and materials. Copies of the same will be shown to the principal, in advance,

but the principal's approval of the contents of the same is not required.

6.6 Local SWVEA representatives shall have the right to place meeting notices, circulars, and materials concerning conferences and seminars in all teachers' mailboxes. Copies of all such material will be simultaneously delivered to the principal, but the principal's approval of the content of the same is not required. The SWVEA shall also have the right to use the interschool delivery system or email to distribute material of the type described above.

6.7 The SWVEA will be provided an opportunity to present reports and announcements at building faculty meetings.

6.8 The SWVEA will be provided the opportunity to be on the agenda of any orientation program for new teachers and any general meeting for teachers.

ARTICLE 7 DUES DEDUCTION

7.1 Each Board agrees to deduct membership dues for the SWVEA from the salaries of its teachers as each teacher individually and voluntarily authorizes the Board to deduct, and to transmit the monies promptly to the SWVEA. Teacher authorization will be in writing in the form set forth in Appendix D of this Agreement. Upon receipt of a signed authorization form, each Board will begin making deductions as soon as reasonably possible and continue making deductions until a teacher is no longer employed by the Board or revokes the authorization.

7.2 Teachers who authorize the deduction of dues during the school year shall have their dues deducted in substantially equal installments from each of their remaining paychecks for that school year.

7.3 Notice of any change in the rate of membership dues will be given to the Superintendent, in writing, at least thirty (30) days prior to the effective date of such change.

7.4 The Board agrees to transmit the amount deducted to the SWVEA treasurer within two (2) weeks of the deduction. The SWVEA shall deliver for each teacher, if not previously delivered, an appropriately signed SWVEA Dues Authorization Card.

ARTICLE 8

TEACHER RIGHTS AND PRIVILEGES

8.1 The Board shall reimburse teachers for the replacement or repair of wearing apparel or property damaged or destroyed as a result of student misconduct while the teacher was performing his/her official duties provided, such student's misconduct is not caused or significantly contributed to by the negligence of the teacher. Reimbursement is contingent on a full report of the incident that shall include an identification of all persons involved. Replacement or repair shall be at the discretion of the Board. Reimbursement shall not exceed the actual cash value of the damaged or destroyed apparel or property as established by the Board after consultation with the teacher.

8.2 In the event a teacher elects to bring personal property with a replacement value of more than twenty-five (\$25) dollars onto school premises for the purposes of classroom instruction, such property shall be added to a building property roster in the school office by the teacher. Such roster list shall include the duration of the property's on-premises use, purpose and estimated value. The Board shall not be responsible (a) for any loss or damage in excess of the actual cash value of the personal property sustaining loss or damage, (b) for any loss or damage to the extent recovery is made from insurance insuring the property and from person(s) liable for such loss or damage, (c) for any loss or damage occurring after expiration of the stated duration of the personal property's on-premises use, (d) for any property brought onto the school premises for the purposes of classroom instruction which is not listed on the building property roster, and (e) for any property which the principal in his/her discretion has, after receipt of a written request to add to the building property list, delivered in writing a statement to teacher refusing to add such property to the building property list.

8.3 The Mount Anthony Board will provide each teacher employed by it with an athletic courtesy card that will allow such teacher to attend, without charge, all Mt. Anthony activities held at Mt. Anthony. The use of this card will entail normal teacher responsibilities upon request of those in charge.

8.4 The Board or its designee shall promptly investigate any complaint made to any member of the Administration by any person regarding a teacher that could be used or included in such teacher's evaluation or could result in the Board taking adverse action against such teacher. Adverse action by the Board, or its designee, against a teacher may include, but is not limited to, adverse reports kept in the teacher's personnel file, oral or

written reprimands, suspension, and termination of employment. [See Art. 9 with regard to materials placed in teacher personnel files.]

a) The Board will not take any adverse action against the teacher complained of without first providing such teacher with a written statement describing the substance of the complaint and providing such teacher a reasonable opportunity to respond to the complaint and provide the Board with relevant information.

b) The Board, or its designee, may relieve a teacher of his or her duties, with pay, at the inception of or during the course of such investigation to protect the rights and interests of the Board, teacher, child and/or parent. Relieving a teacher from duty, with pay, does not constitute an adverse action against such teacher, and the fact that a teacher was relieved from duty shall not be considered when such teacher is evaluated.

c) If the Board, or its designee, determines that the complaint has been substantiated, following the completion of the investigation, and after the teacher complained of has had a reasonable opportunity to respond to the complaint, the Board, or its duly authorized designee, may take such action as it deems appropriate pursuant to the terms of this Agreement and applicable law, including, but not limited to, counseling, reprimand, suspension with pay, suspension without pay, or termination.

8.5 If a teacher is asked to meet with the principal or any other member(s) of the administration, he/she shall honor such request. If during the meeting the teacher believes he/she is in a situation that may adversely affect his/her employment or salary, he/she may request, and will be given, an opportunity to secure Association representation. If the services of an Association representative cannot be secured within one (1) hour of the teacher's request, the administration will schedule a second meeting to discuss the matter further. At the second meeting he/she shall be entitled to have a representative of the SWVEA with him/her to represent him/her if he/she so desires.

8.6 In the event a teacher is required to attend any meeting with any member(s) of the Administration or the employing Board for the purpose of formal discipline including discharge, the teacher shall be given advance notice in writing and he/she shall be entitled to the SWVEA representation.

8.7 Teachers (except nurses) shall not be required to dispense medication or perform any medical procedures except in the event of an emergency and then only if within the capability of the teacher. If requested, teachers shall participate in training held during school hours designed to prepare them for

possible emergencies. Nurses shall dispense medication and perform medical procedures to the extent permitted by law.

8.8 Teachers will not be required to drive students to school sponsored activities in privately owned vehicles.

8.9 All teachers who have responsibility for a student who requires an Individual Education Plan (IEP) shall be informed of the plan and provided with the accommodation page(s) prior to the student's first class of the year if the plan is available, and, if not, as soon thereafter as it is available and practical to do so.

8.10 Teachers shall be notified of a student's IEP and Evaluation Planning Team meetings and teachers are encouraged to make every effort to attend. If scheduling does not permit attendance at the meeting by a teacher, such teacher shall submit his/her comments in advance, in writing, for consideration.

8.11 Teachers shall not be held responsible for shortages incurred in the collection of monies provided reasonable care has been exercised.

8.12 Each Board, the Administration and teachers recognize the applicability of Section 504 of the Rehabilitation Act of 1973 and other similar provisions of law and their respective obligations to make accommodations for students covered by such laws.

8.13 A meeting will be held each spring for teachers in grades K-6 in each elementary school building to give teachers attending the opportunity to suggest the next year's classroom placement for returning students. Such meetings shall be held prior to the administration completing student classroom placement for such school year.

8.14 As defined by relevant state and federal law (by way of example but not limitation, VOSHA and OSHA) teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Any alleged violation of this section which has been submitted to a state or federal administrative resolution process or court proceeding shall not be subject to the arbitration provision of this Agreement.

8.15 There shall be no discrimination by the Board or its agents against any employee on the basis of the employee's race, color, religion, ancestry, national origin, sex, sexual

orientation, place of birth, domicile, marital status or age or against a Qualified individual with a disability. Any alleged violation of this section shall not be subject to the arbitration provision of this agreement.

ARTICLE 9

TEACHER PERSONNEL FILE

9.1 A teacher has the right, periodically and by appointment, to review the contents of his/her personnel file, excluding confidential recommendations. A teacher will be entitled to have a representative of the SWVEA accompany him/her during such review.

9.2 A teacher's personnel file in the SVSU Central Office shall be the official personnel file of record. No material, other than confidential recommendations and that of a routine financial nature, shall be placed in a teacher's personnel file until a copy has been delivered to the teacher. A teacher must affix his/her signature to the copy of the material to be filed. The teacher's signature only signifies that the teacher has reviewed the material and has been given a copy. If a teacher refuses to sign any such material, the SWVEA representative in the building will be requested to sign the material in order to signify that the teacher has seen the material.

9.3 A teacher shall have the right to submit a written response to any material of a non-routine nature that is placed in his/her file. The response shall be reviewed by the Superintendent, affixed to the pertinent material and placed in the teacher's personnel file.

9.4 A teacher may, upon request, obtain a copy of the material in his/her personnel file except for confidential recommendations.

9.5 A teacher may from time to time indicate in writing (a) the material in his/her personnel file which such teacher believes to be obsolete or otherwise inappropriate to retain, and (b) his/her reasons for such belief. The Superintendent may destroy such materials but only if the Superintendent, in his/her sole discretion, deems it appropriate.

9.6 Only those persons who have an official right or reason may inspect a teacher's personnel file. No personnel file will be open to public inspection except with the written consent of the teacher.

ARTICLE 10
SICK LEAVE

10.1 A teacher not on extended unpaid leave shall be entitled to fifteen (15) days of sick leave during each work year of employment on the first scheduled workday of such work year provided, however, that no sick leave shall be available to any teacher who subsequently fails to commence his/her duties for the work year involved. A teacher on an extended unpaid leave shall, for the work year in which the teacher returns, be entitled to fifteen (15) days sick leave prorated on a work year basis upon the teacher's return to active service (example - teacher returns on the 91st day of school year with 182 work days; $91/182 \times 15 = 7\%$). Unused sick leave shall be accumulated from year to year up to a maximum of 180 school days. [See also Article 22: Injury in the Course of Employment"]

10.2 Sick leave may be used only for the following reasons: (1) for the purposes of a teacher's own illness, (2) for medical attention for the teacher which can only be attended to during the regular school day, (3) for rendering 'necessary care or comfort to the following ill members of the teacher's immediate family (teacher's spouse, dependent child, dependent parent, person living in teacher's household). Leave under subparagraph (3) of this section shall not cumulatively exceed 15 days in any one work year, and the teacher's sick leave shall be reduced by the number of days utilized.

10.3 Each teacher will be informed, in writing, by the third pay period of each school year of the number of sick days available to the teacher for the work year (accumulated sick days from prior years plus the sick day entitlement for the year).

10.4 In the event of the absence of a teacher because of illness for more than five (5) days in any work year, the teacher shall, upon request of the Superintendent, submit to the Superintendent a medical report of a practicing physician indicating the condition of the teacher and whether he/she is able or unable to resume his/her duties. The teacher shall select a physician acceptable to the Board within a reasonable time after such request.

10.5 Sick Leave Bank: Each teacher shall contribute one (1) sick leave day to a Sick Leave Bank from time to time as is necessary to replenish the Bank. The Bank shall be used to protect teachers who have exhausted their annual and accumulated sick leave and cannot return to work due to a continuing illness, injury, or disability. A teacher who is eligible for Sick Leave

Bank coverage shall make a request for additional sick leave days, and a joint committee composed of representatives of the Association and Administration shall review the request and may award additional days. No teacher shall receive more than one hundred (100) additional days, over five (5) consecutive years, during a period of illness, injury, or disability. The joint committee of Association and Administrative representatives shall establish procedures, forms and applicable rules for the Sick Leave Bank. (Sick Leave Bank procedures and forms are available from the administration.)

ARTICLE 11
TEMPORARY LEAVES OF ABSENCE

11.1 Teachers are entitled to two (2) professional days annually without loss of compensation for the purpose(s) of visiting other schools or attending meetings or conferences of an educational nature. A teacher shall make requests for such leave, in writing, to the Superintendent or his/her designee. Such request shall indicate the educational value of the activity and the relevancy to the teacher's assignment, and the request shall require the approval of the Superintendent or his/her designee. The Board will pay (and may advance) or reimburse a teacher for those reasonable lodging, meal and travel expenses, including applicable taxes and gratuities (not to exceed 15%), associated with participation in the activity, subject to provision of receipts or other suitable documentation and budget limitations. The teacher will give a report on the activity to the faculty and/or administration if so requested. A teacher requesting professional leave shall receive a written reason for such denial within five (5) days of the receipt of a written request by the teacher. For those conferences for which more than three (3) teachers request attendance, leave shall be granted to teacher(s) selected by the Superintendent or his/her designee in accordance with an equitable rotation system established by the Superintendent or his designee(s).

11.2 In addition to and exclusive of those professional days available to teachers in Section 11.1 above, the Superintendent or his designee may, from time to time, authorize other professional days and professional development opportunities. Teachers may be requested to participate in such opportunities by the administration, and if a teacher does so participate, such participation shall not result in the reduction of the professional days available to the teacher under the preceding section 11.1.

11.3 Teachers shall be granted temporary leaves of absence

without loss of compensation for the following reasons and upon the following terms and conditions:

a) In the event of the death of a teacher's spouse, or a teacher's or spouse's child, sibling or parent for a period not in excess of five (5) work days.

b) In the event of the death of a teacher's, or the teacher's spouse's, aunt, uncle or grandparent, for a period not in excess of three (3) calendar days.

c) In addition, leave time may be granted at the discretion of the Superintendent for persons not listed above (e.g., cousins, significant others, close personal friends, etc.).

d) The leave days noted herein are for use immediately following the death of the designated individual.

11.4 The Board shall grant temporary leaves of absence for the following reasons without compensation and upon the terms and conditions set forth in paragraph (a) below:

- 1) To serve as an Exchange Teacher.
- 2) To serve in public office.
- 3) To serve in the military.

a) Terms and Conditions of Leave.

1) A teacher must irrevocably notify the Superintendent, in writing, thirty (30) days in advance of the commencement of a leave, and he/she shall specify the subparagraph under which the leave is to be taken, the date the leave is to commence and the date teacher will return to the Board's employ.

2) A teacher must reaffirm, in writing, within the period between January 1 and March 1 of the school year prior to teacher's return, the teacher's intention to return to the employ of the Board. The Board need not re-employ a teacher who fails to give such notice.

3) Leaves of absence shall be on such terms and conditions as to compensation and other matters as the Board in its sole discretion may determine.

4) Leaves of absence to teachers to serve in the military shall be in accordance with applicable federal law.

5) The Board shall, upon request of the teacher, re-employ a teacher before the commencement of, or prior to the expiration of, a granted leave if the Board has an unfilled teaching position for which the teacher is qualified and to which no one has been assigned or hired.

11.5 The Board shall grant temporary leaves of absence for the following reasons without compensation and upon the terms and conditions set forth in paragraph (a) below:

- 1) For post natal care of the teacher's infant.
- 2) For care of a child received for adoption.

a) Terms and Conditions of Leave.

1) Leaves shall be for that period of time not to exceed the balance of the work year in which the leave begins unless extended for one entire work year as provided in the following paragraph.

2) A teacher must notify the Superintendent, in writing, reasonably in advance of the teacher's intention to take a leave under this section [11.5]. Leave is to commence not later than thirty (30) days after the date the teacher receives the child. At the time the leave begins, the teacher shall notify the Superintendent, in writing, of the date that the teacher will return to the Board's employ; provided always, a leave may be extended for one entire work year immediately following the work year in which the leave began upon notifying the Superintendent, in writing, before March 1 that the leave is to be extended for the next entire work year. In the case of a leave commencing after March 1, the teacher must notify the Superintendent, in writing, at the time the leave begins if the teacher is electing to take the next entire work year as leave.

3) A teacher may utilize available sick leave for a disability resulting from or contributed to by reason of pregnancy, childbirth, or miscarriage upon submission to the Board of a written report of a practicing physician verifying a disability that prevents the teacher from performing her duties and the estimated period of the disability.

4) A teacher may, during the unpaid leave of absence, continue group insurance upon payment of the same to the Board monthly in advance. Such insurance shall be automatically terminated if payment is not received by the payment date, but it may, if the insurer permits, be reinstated upon payment.

11.6 The Superintendent or his/her designee shall grant three (3) personal leave days per year to each teacher for important affairs which can only be conducted during the regular school day, including, but not limited to, weddings, funerals for whom no bereavement leave is available, impassable traveling conditions, and religious holidays which, by custom, prohibit regular employment. Personal leave is not intended to be used for social affairs, pleasure trips or part-time employment. Personal leave days shall be granted as follows:

a) Teachers using personal leave shall submit a signed leave notification form at least three (3) days in advance of the use of the leave (except in cases of emergency). No reasons or approval need be given by the teacher at the time the leave is requested except for leave requested at those times specified in

section (b) below.

b) Personal leave may not be used on the workday immediately preceding and/or immediately following a school holiday or vacation except when specifically granted by the Superintendent. The teacher shall give a reason for this leave in each instance at the time of request.

11.7 Teachers who are designated by SWVEA shall be granted such temporary leaves of absence without loss of compensation as is necessary for such teachers to discharge their respective obligations as an SWVEA representative. Said leave shall not in the aggregate for all teachers exceed four (4) days per work year per Board.

11.8 The Board, the Superintendent or his/her designee(s) may, but need not, grant (a) extensions of temporary leaves of absence or (b) temporary leaves for such other reasons as deemed appropriate by the Board. The granting of such extensions or leaves shall not be deemed to establish precedent nor be subject to the grievance procedure.

11.9 Unless the teacher otherwise mutually agrees, upon return from a long-term sick leave or a long-term leave of absence which commenced within the same work year, the teacher shall be restored to the assignment he/she held at the time the leave was granted if the returning teacher's teaching assignment was filled by a substitute teacher. A teacher returning from a leave of absence where no substitute teacher was employed may be reassigned for the balance of the school year provided said reassignment is neither arbitrary nor capricious.

11.10 A returning teacher shall not advance a level on the salary schedule if the temporary leave was unpaid and was for a period exceeding one-half of a work year.

11.11 Statutory Leave: The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA") for eligible employees. Whenever an employee is granted paid or unpaid leave pursuant to the terms of this Agreement, and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently; however, the concurrent use of FMLA/PFLA shall not apply when a teacher is receiving Workers Compensation benefits. The employee may elect to use UP to six (6) weeks of any paid leave (to which the employee is entitled under the terms of this Agreement) during any period of

leave provided pursuant to FMLA and/or PFLA. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.

ARTICLE 12
SABBATICAL LEAVE

12.1 Upon recommendation by the Superintendent, a Board may, but need not, grant to teachers who have been within its employ for at least six (6) years, Sabbatical leaves of absence for study or research (which may include travel) which will increase the teacher's professional ability. Said leave, if the Board in the exercise of its sole discretion grants, shall be upon such terms and conditions as such Board in the exercise of its sole discretion deems acceptable to it; provided however:

a) The leave shall not exceed one (1) school year.

b) The teacher shall enter into a written agreement with the Board that upon termination of the Sabbatical leave the teacher shall return to the service of the Board for at least two (2) complete school years, or, in lieu thereof, reimburse the Board all Sabbatical leave compensation in twenty-four (24) substantively equal monthly payments over the twenty-four (24) month period commencing immediately after the first day of school following the last day of the Sabbatical leave. Reimbursement shall not be required in the event of death or disability that prevents the teacher from returning to the service of the Board.

c) The Sabbatical leave compensation shall be with such insurance and tuition benefits as provided in the written agreement mentioned in paragraph (b) plus 50% of the salary which the teacher would have received for the same period if the teacher had remained employed by the Board in the teacher's usual position, reduced by that amount of stipends, grants or other income to be received by the teacher from other sources for the Sabbatical leave as will result in the teacher receiving no more than 100% of the salary which the teacher would have received for the same period if the teacher had remained employed by the Board in the teacher's usual position.

d) Any teacher desiring Sabbatical leave must make the request, in writing, addressed to the Superintendent no later than February 1 of any year, whereupon the Superintendent shall confer with the applicant and advise the appropriate Board of his/her recommendation on or before the next ensuing March 1.

ARTICLE 13
JURY DUTY

13.1 A teacher who serves as a juror in a federal court or

state court and who is thereby caused to be absent from work shall be paid his/her regular compensation provided such teacher pays to the employing Board, as received, the compensation received for jury duty (excluding reimbursement for expenses for teacher work days). The teacher shall, if time reasonably permits, promptly report for work on those days that such teacher is excused from jury duty prior to the close of the teachers work day.

13.2 A teacher, if called to serve as a juror at a time when school is in session, shall, in good faith, ask the court to postpone such service to such time as school is not in session.

13.3 It is recognized that teachers may be required to testify at court in matters as part of their teaching duties and any teacher so required shall be excused from his/her regular duties for the time required. Such excused absence shall be without loss. of compensation.

ARTICLE 14 REIMBURSEMENT OF EXPENSE

14.1 A Board shall reimburse motor vehicle expenses incurred by a teacher in its employ who is required to, or who is granted written approval to, use his/her motor vehicle to perform the duties required by the Board. Reimbursement shall be at the standard mileage rate provided for in Section 3 of IRS Rev. Proc. 80-7 for the first 15,000 miles. Reimbursement shall be paid per the warrant following the teacher's submission of a claim for reimbursement on such form containing such information within such time as Superintendent shall request.

ARTICLE 15 TAX-SHELTERED ANNUITIES & IRS SECTION 125 FLEXIBLE SPENDING PLAN

15.1 Teachers shall have the opportunity to participate in a 403(B) individual retirement plan or a tax-sheltered annuity. The Board will withhold from a teacher's salary the contracted amount and transmit it to the appropriate insurer. Teachers shall receive accurate earnings statements. If there are any inaccuracies, those inaccuracies must be corrected within thirty (30) calendar days. There shall be no change in the timeliness, amount, or account destination of retirement/annuity contributions without the teacher's knowledge and written approval.

15.2 The Board shall provide an IRS §125 Flexible Spending

Plan for teachers who elect to shelter, to the extent allowed by law, some, or all, of their eligible expenses. Any funds which are designated by teachers for the "125" Plan which are not spent, shall not be returned to the individual teachers.

ARTICLE 16

HEALTH, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE

16.1 The Boards shall offer Dental, Life, and Long-Term Disability insurance coverage to each teacher who is a member of the bargaining unit who works at least an average of twenty (20) hours per week. Each teacher shall be covered by the Board's life and long-term disability insurance, but they may decline other coverage to eliminate duplicate insurance coverage. The Board shall pay ninety (90%) percent of the coverage elected by the teacher and the teacher shall pay the balance of the cost.

16.2 HEALTH INSURANCE-Teachers may elect one of the following two insurance plans provided by the Vermont Education Health Initiative (VEHI): the Dual Option Plan or the Comprehensive Plan C (\$0. deductible) Plan. The Board shall pay eighty(80%) percent of the cost of the Dual Option Plan for either plan in FY 2011 and thereafter. Teachers shall not be required to provide reimbursement for any payment in excess of 80% made by the Board in FY 2011. Teachers electing the Comprehensive Plan C shall be responsible for the additional cost of that plan.

16.3 DENTAL INSURANCE-Group Delta Dental Insurance single coverage shall be provided for the teacher as a part of the insurance package. Teachers who elect two-person or family coverage shall do so at their own additional expense.

16.4 LIFE INSURANCE-Each teacher shall be covered by the Board's group term life insurance plan with a face value of twenty thousand (\$20,000) dollars. Said coverage shall also include accidental death and dismemberment coverage.

16.5 LONG-TERM DISABILITY INSURANCE-Each teacher shall be covered by the Board's long-term disability insurance plan that provides coverage after one hundred and eighty (180) calendar days of disability. Each eligible teacher shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e. so that the benefit will commence at the completion of the 180 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.

16.6 REBATES-VEHI rebates, if any, shall be distributed as

follows: fifty (50%) percent to the teachers to defray the cost of their co-payment, twenty-five (25%) percent to the Board, and twenty-five (25%) percent to establish or maintain a Wellness Program for the employees.

16.7 INSURANCE COMMITTEE-A committee consisting of three persons appointed by the SWVEA, three persons appointed by the Board, and the Superintendent, or his/her designee, shall meet at least every two (2) years to review the performance of the insurance companies that provide coverage under this Agreement. Meetings shall be scheduled at the request of either party, and they shall be held as soon as mutually convenient.

16.8 If a teacher breaks his/her teaching contract prior to December 31. the teacher shall reimburse the District for the District's premium contributions for July and August as noted below:

If this occurs prior to September 1, the full amount of the contribution will be reimbursed.

If this occurs after September 1, the teacher will reimburse a pro-rata amount based on one minus the number of weeks the teacher worked for the District after September 1 divided by seventeen [i.e., 1 minus 8/17].

The Superintendent shall have the discretion to waive the above noted re-payment in the event he determine the teacher left the District due to unforeseen circumstances beyond the teacher's control.

ARTICLE 17 UTILIZATION OF SANCTIONS

17.1 During the term of this agreement, neither the SWVEA nor the teachers shall directly or indirectly engage in a strike, and the Board shall not directly or indirectly engage in a lockout of teachers.

ARTICLE 18 SUMMER SCHOOL, EVENING ADULT EDUCATION AND TEMPORARY TEACHING POSITIONS

18.1 All openings for teaching positions in summer school, evening adult education programs and teaching positions of fewer than 100 working days in any calendar year (except for long-term substitutes) shall be publicized by the Board involved or its designee so that teachers and persons from both within and

without such Board's school system may apply for such positions. Publication shall include posting of a notice in all the buildings of the Southwest Vermont Supervisory Union. The Board shall give employment preference to regularly employed teachers, but the Board having regard for the preference of regularly employed teachers, may fill such positions with persons of the Board's choice. The Board expressly reserves the right to establish, from time to time, the hours and working conditions for such positions. Regularly employed teachers shall be paid wages in accordance with Appendix B. A regularly employed teacher shall be deemed to have waived the preference granted hereunder if the teacher does not apply for the position within the time provided in the posted notice (notice shall give at least seven days within which to apply from date of posting) or if the teacher does not promptly accept, in writing, the position when it is offered.

18.2 The Director of the Southwest Vermont Regional Technical School District may select members of the staff to work during the summer recess in the shops to provide care and maintenance of such school equipment as the Board determines needs to be done by such staff members. Any work offered to a member of such staff under this Section (18.2) which a staff member agrees to do shall be paid at the rate of one and seven-tenths percent (1.7%) of such staff member's annual salary for each full forty (40) hour week of work.

ARTICLE 19

SEVERANCE/RETIREMENT/DEATH BENEFIT

19.1 If a teacher irrevocably notifies the Superintendent, by January 6th, of his/her intention to leave the Board's employment as of the close of the work year, the Board shall pay to such teacher, if he/she has been employed by the Board for at least fifteen (15) years as a teacher, a sum determined by multiplying one-half(%) such teacher's unused accumulated sick leave days as of the end of the work year by forty dollars (\$40). Sick days accumulated at times when the teacher worked less than full time shall be prorated against full-time equivalency.

19.2 If a teacher irrevocably notifies the Superintendent by January 6th, of his/her intent to retire as of the close of the work year, the Board shall pay to such teacher, if he/she has been employed by the Board as a teacher for at least fifteen (15) years and is eligible for Vermont State Teacher Retirement benefits, a sum determined by multiplying such teacher's unused accumulated sick leave days as of the end of the work year by sixty (\$60) dollars. Sick days accumulated at times when the

teacher worked less than full time shall be prorated against full-time equivalency.

19.3 In the event a teacher who has been employed by the Board for at least fifteen (15) years as a teacher dies while in the employ of such Board prior to being paid the sum provided for in paragraph 19.1, such sum shall be paid to his/her spouse or estate.

ARTICLE 20
RETIREMENT-GROUP INSURANCE

20.1 Upon retirement, a teacher may continue group insurance, in accordance with the provisions of the group insurance policies, at the teacher's own expense. A teacher shall pay for such insurance, monthly, in advance. The Board may terminate such insurance upon failure of the teacher to make payment as provided herein, but shall reinstate such insurance upon payment if and when permitted to do so by the Board's insurance company.

ARTICLE 21
PROFESSIONAL DEVELOPMENT REIMBURSEMENT

21.1 The Board and the Association recognize the need for professional staff development due to the changing needs in the classroom as well as the changing expectations of the society within which the schools operate. As a result of this recognition, teachers are encouraged to take advantage of professional development opportunities that will enhance the ability of the schools of the SVSU to deliver quality education to the children of those schools. The Board agrees to reimburse for professional development expenses under the provisions below.

21.2 Subject to the limitations provided below, the Board shall reimburse a teacher for any master's degree or higher level college course approved in advance by the Superintendent for that teacher. Teachers under contract as of June 30, 2010 who have a bachelor's degree and less than thirty (30) post-bachelor degree credits shall be reimbursed for any bachelor's degree or higher level college course approved in advance by the Superintendent for that teacher until such teacher has acquired a maximum of thirty (30) post-bachelor degree credits. Teachers will be reimbursed at University of Vermont rates up to a maximum of six semester hours per fiscal year. A Board shall also reimburse a teacher for the charges and fees required to participate in the certification program conducted by the National Board for Professional Teaching Standards. Reimbursement will be made

within thirty days after successful completion of the course and the presentation of an official transcript or grade report and a receipted bill. In the case of National Board Certification, reimbursement will be made within thirty days following presentation of the official certification and a receipted bill. Where a teacher wishes to take a course applicable to his/her field that is not available at UVM rates, the Superintendent is empowered to approve additional tuition reimbursement for such a course.

21.3 The Superintendent or his/her designee may, from time to time, authorize attendance at conferences, and the Board shall reimburse the teacher for those reasonable expenses associated with participation, including travel expense, board and room, and registration costs to the maximum amount per fiscal year available as professional development reimbursement for three semester hours under Article 21.2 above.

21.4 An institute, for the purposes of this Agreement, shall be a conference which offers graduate credit. To receive reimbursement for the additional graduate tuition costs relating to the institute, (up to the maximum available for three semester hours under Article 21.2), a teacher must demonstrate: (1) 15 hours of contact time per academic credit granted, and (2) completion of required additional substantive written work, that has classroom applicability, equivalent to graduate level course work. A teacher receiving reimbursement under this paragraph shall have reimbursement deducted from amounts available under Article 21.2 in the work year in which the reimbursement is received.

21.5 Reimbursement for professional development opportunities shall be directly related to the district's long-range curriculum and staff development plan, the state and district approved Vocational Certification Professional Development Plan, or the state approved Administrator Certification Professional Development plan.

21.6 If a request for professional development reimbursement is denied, the Board or its designee shall give the teacher a specific, articulable reason for its denial of tuition reimbursement in writing. Within thirty (30) days of receiving a denial for tuition reimbursement, the teacher may request that the Local Standards Board established pursuant to Vermont Department of Education Rule 5620 review the Board's or its designee's denial. The Local Standards Board shall consider information provided by the teacher and the Board, or its designee, and promptly recommend whether the request should be

granted or denied. Upon receipt of the Local Standards Board's recommendation, the Board, or its designee the Superintendent, shall issue a final decision. In the event of a grievance regarding a denial of tuition reimbursement, the decision of the Board or its designee shall be presumed to be fair and consistent with this Agreement if the Board's denial was made in good faith for a specific and articulable reason. At each stage of any grievance, if the Board has a specific, articulable reason for the denial of tuition reimbursement, then the teacher has the burden of proving, by clear and convincing evidence, that the Board's decision was arbitrary or capricious or made in bad faith.

ARTICLE 22

INJURY IN THE COURSE OF EMPLOYMENT

22.1 If a teacher, because of injury sustained in the course of and arising out of a teacher's employment by the Board, is receiving worker's compensation benefits, the Board shall pay to such teacher each pay period, so long as such teacher is receiving benefits, an amount equal to the difference between the teacher's salary at the time of such injury and the amount of weekly indemnity being received by the teacher. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable = number of teacher's accumulated sick days x teacher's per diem rate.) The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher under this article divided by the teacher's per diem rate. (Number that accumulated sick days is to be reduced by total sum paid to teacher divided by teacher's per diem rate.)

22.2 If the illness or injury of a teacher comes within the purview of both this article and Article 10 "Sick Leave", it shall be deemed to come within the purview of this article, and such teacher shall be paid as is provided in the preceding paragraph.

ARTICLE 23

GENERAL

23.1 Copies of this Agreement shall be printed by Southwest Vermont Supervisory Union and 50 copies shall be given to the SWVEA President. Each Board will give a copy of this Agreement to each currently employed teacher and to persons hired by it as teachers at the time of hire. The cost of printing shall be

prorated between the Boards on a per teacher basis.

23.2 If any article, provision, or application of this Agreement is adjudged to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Agreement as a whole, or any part thereof, other than the part so adjudicated. For any article or section adjudged to be illegal, each Board and the SWVEA agree to reopen negotiations as to matters dealt with in such article or section.

23.3 The parties shall furnish to the others, upon request, such non-confidential information as is required, to develop proposals. Such information shall be provided within a reasonable period of time.

23.4 Copies of the agenda of each public meeting of a Board and minutes of a Board shall be timely sent to the SWVEA President and the unit representative designated by the SWVEA for such Board.

23.5 All written correspondence to a particular Board will be directed to the Board Chairperson at the Chairperson's home address with a copy to the Superintendent. All written correspondence to the SWVEA will be directed to the President of the Southwestern Vermont Education Association at the President's home address or as otherwise specified by the SWVEA to each Board.

ARTICLE 24

MOUNT ANTHONY - EXTRA-CURRICULAR ACTIVITIES

24.1 The Mount Anthony Board may, but need not, assign Mount Anthony teachers to those duties provided for in Appendix C. If a Mount Anthony teacher is so assigned and accepts such assignment (a teacher need not accept an assignment), the Mount Anthony teacher accepting such assignment shall receive as compensation the amount determined in accordance with the provisions of this article and Appendix C. A teacher accepting an assignment under this section shall inform the building administrator on any occasion when performance of duties accepted under Appendix C will conflict with the teacher's attendance at a faculty meeting. The teacher shall cooperate with requests of the building administrator to minimize such conflict and ensure that the teacher receives information relevant to the teacher that is disseminated during the faculty meeting. Nothing in this Agreement shall be construed as (a) requiring the Board to establish or maintain any position referred to in Appendix C, or

(b) precluding the Board from adding any other positions, or (c) requiring the Board to appoint teachers to the positions generally referred to in Appendix C. It is agreed that the satisfactory performance of duties for those positions generally referred to in Appendix C will entail work beyond the regular workday.

24.2 If the Board creates a position that is not set forth in Appendix C, the Board at the time such position is created will establish a temporary index for the position, and the Board may proceed to post and fill the position. Thereafter, the Board and the Association will meet to bargain the final index consistent with indices assigned comparable positions as set forth in the Extra Curricular Salary Schedule attached as Appendix C. If the resulting pay agreed upon is greater than the temporary pay, the increase will be paid retroactively to the appointee.

24.3 If the Board intends to drop a position listed in Appendix C, the Board shall give written notice thereof to the most recent advisor/coach for the position at least ten (10) calendar days prior to the Board meeting at which final action is anticipated. At this Board meeting, the advisor/coach will be given an opportunity to discuss the continuance of the activity.

24.4 Before undertaking to assign or reassign any person to a position described in Appendix C, there shall, at least ten (10) calendar days prior to the date upon which such assignment is contemplated, be posted upon one or more of those bulletin boards in the Mount Anthony and SWVCDC Faculty Room a notice designating the positions involved. Applications for such positions shall be accepted from Mount Anthony teachers and others within and without the Mount Anthony School District. In an emergency, an interim assignment may be made to a position. Thereafter the Board shall proceed to post and make the final Assignment as promptly as practicable. The Mount Anthony Board agrees that it shall, in selecting an applicant, consider the background, attainments, and experience of each applicant together with such other factors it shall deem to be relevant. If, in the judgment of the Superintendent, the background, attainments, and experience of the applicants deemed by him to be most qualified are, in his opinion, substantially equal, he/she will so advise the Board and the Board will give preference to an applicant who is a Mount Anthony teacher. Compliance with the procedural provisions of this paragraph and the preceding paragraphs of this article (but not the substantive decisions made hereunder) shall be subject to grievance and arbitration under Article 3.

24.5 An appointment to a position provided for in Appendix C shall be made annually and for a term of one (1) work year. A Mount Anthony teacher so appointed shall not be removed from such appointed position during the term of his/her appointment without just and sufficient cause.

24.6 Each teacher shall be annually evaluated for each extracurricular position held. The results of such evaluation(s) shall not be considered in evaluating a teacher's suitability for the position of a teacher.

24.7 The SWVEA may petition the Board, in writing, for a reassignment of a category level where the category level is not consistent with the guidelines set forth in the Extra Curricular Salary Schedule attached as Appendix C.

ARTICLE 25 EVALUATION

25.1 Teacher evaluation is solely an administrative responsibility, and it shall be conducted only by the Superintendent or his/her designee(s). Designee(s) must be administrators or supervisors employed by the Board or the Southwest Vermont Supervisory Union.

25.2 The formal monitoring and observation of a teacher leading to that teacher's evaluation shall at all times be conducted openly. Public address or audio systems and similar surveillance devices shall not be used to evaluate a teacher except by prior, specific written agreement with the teacher.

25.3 The Board may develop or revise the evaluation standards, procedures, and forms to be used in Formative Observation(s), Summative Evaluation(s), and Self-Evaluation(s) of teachers. The SWVEA shall be invited to participate in the development or revision of standards, procedures, or forms, and SWVEA will be given an opportunity to comment prior to the Board's adoption of an evaluation change.

25.4 Each observation of a teacher that may be used in a Summative Evaluation Report shall, within five (5) school days thereof, be followed by a written Observation Report. At the request of the teacher or the evaluator, a conference shall be held to discuss the Observation Report. A Summative Evaluation Report, based on previous written Observation Report(s), shall be delivered to the teacher at least five (5) days prior to a conference scheduled to discuss said evaluation. Suggestions for improvement, if any, shall be part of this written report. The

teacher shall sign the report at the conclusion of the conference. If a teacher refuses to sign any such material, the SWVEA representative in the building will be requested to sign the material in order to signify that the teacher has seen the material. The teacher's signature indicates only that the conference has been held. The teacher may have a written response attached to any report if such response is received within ten (10) days after the conference.

25.5 The above procedural steps must be taken prior to the forwarding of a Summative Evaluation Report to the Superintendent's Office.

25.6 Information that is obtained through self-evaluation shall not be used by an administrator or supervisor in the District's evaluation of a teacher.

25.7 The Superintendent may permit, provided appropriate accommodations can be made to maintain educational continuity, a professional assistance team, formed according to the SWVEA's Professional Rights and Responsibilities Committee, to try to assist the teacher, if the teacher so requests, in the improvement of his/her professional competence in those areas in which the teacher received an unsatisfactory evaluation. However, the obligation of a teacher to improve his/her professional competence in those areas in which the , teacher received an unsatisfactory evaluation, and the means and methods to accomplish the same is solely and exclusively that of the teacher.

ARTICLE 26

REDUCTION IN FORCE

26.1 It is the sole responsibility of each Board to determine the number of teaching positions to meet the Board's educational requirements. A teacher shall be notified in writing on or before 5:00 P.M. on May 15 of each year if his/her contract for the next work year is not to be renewed. The SWVEA may, by written notice delivered to the Superintendent before November 1 of any year, cause the date to be April 15 instead of May 15. [For Non-Renewal of a Contract; see. 27.4-5]

26.2 Reduction in force shall be accomplished by laying off those teachers having the least seniority (length of service) as will enable the Board to meet its anticipated staffing needs. A teacher possessing two or more certification endorsements shall displace the least senior teacher in the certification area in the order of the teacher's listed preference on the "length of

service list."

26.3 A grievance concerning a layoff of a teacher under this article must be submitted to the Board under Article 3 at Step Three within ten (10) days (determined as provided in Section 3.4) after the said teacher receives written notice of the Board's action.

26.4 Length of service means a teacher's continuous length of service within the bargaining unit from his or her date of Board appointment or first day of work, whichever is the earlier. Length of service shall continue but shall not additionally accrue during:

a) The period of time in which a teacher has been laid off and is entitled to recall under this article, and who is recalled to employment.

b) The period of time in that the teacher is employed by the Board in a position outside the bargaining unit and returns to employment in the unit.

c) The period of time a teacher is on an approved unpaid leave of absence.

26.5 Teachers having identical length of service shall be ranked by academic degree with the teachers having the highest academic degree the highest ranking. Teachers having identical length of service and identical degree shall be ranked by credits earned after the highest academic degree, with the teacher having the greatest number of credits the highest ranking. Teachers having identical length of service and identical degree and identical number of credits in the highest academic degree shall be ranked by the order of Board appointment as listed in the minutes of the Board.

26.6 Each Board will provide to SWVEA, annually, in writing, a "Length of Service List" with certification endorsement(s) held by each teacher in the order of the teacher's preference and shall post the same on the bulletin board(s) described in Section 6.5 of this agreement by February 1st. All errors and omissions in such list shall be presented in writing to the Superintendent by March 1st. After March 1st, the said "Length of Service List" shall be final and binding upon all parties and all teachers except those for which an error or omission is claimed, in writing, prior to March 1st. It shall be final and binding upon all parties and teachers for which an error or omission is claimed in writing prior to March 1st after such error or omission is corrected.

26.7 A teacher who has been laid-off under this Article

shall be entitled, during the three-year period following such teacher's last day of employment to be recalled by the Board who laid-off such teacher to employment as a teacher in any of the following positions for which such teacher is certified:

Any vacant position resulting from the death, resignation, or retirement of a teacher or the creation of a new position, or a previously created position that has never been filled.

Any position that is anticipated to be vacant, by virtue of a leave of absence granted under Article 11, Temporary Leaves of Absence, or Article 12, Sabbatical Leave, for ninety (90) days or more.

26.8 During the recall period, teachers eligible for recall shall be notified by said Board by certified mail, return receipt requested, addressed to their last address of record on file in the Superintendent's office, and they shall be given preference for unfilled teaching positions for which they are certified in the inverse order of their respective layoff. Teachers so notified shall have ten (10) calendar days from the date of mailing of written notice to accept the employment offer. If a teacher fails to accept the position within the aforesaid ten (10) day period, such teacher will be deemed to have refused the position offered. A teacher who accepts the offered position shall report to work within the aforesaid ten (10) day period unless such teacher is unable to report because of illness or injury.

26.9 All unutilized benefits to which a teacher is entitled at the time of the teacher's layoff shall be restored to the teacher, in full, upon re-employment of the teacher within the recall period. Placement on step of the salary schedule for the recalled teacher shall be according to experience and education as provided for in Article 30.

26.10 A teacher who is laid-off by a school district within the Southwest Vermont Supervisory Union or the Southwest Vermont Regional Technical School district and supervisory Union and hired by another school district within either Supervisory Union shall not suffer a loss of salary, benefits, or seniority due to the change of school districts.

26.11 A laid off teacher who has indicated his/her availability for substitute teaching to the Board who laid off such teacher shall have his/her name included on the substitute teacher list for such Board. Laid off teachers names shall be listed first in order of length of service on the list such Board uses to call substitutes.

ARTICLE 27
RIGHTS AND RESPONSIBILITIES

27.1 The SWVEA recognizes the authority and responsibility of the Board and Administration to discipline, suspend, dismiss, and non-renew the contract of a teacher for good and sufficient cause. Such actions shall be subject to grievance and arbitration provisions as provided in Article 3 of this Agreement except as provided in Section 27.2.

27.2 In the event a teacher is suspended and appeals such suspension under the procedures of 16 VSA section 1752 (c) through (j), or is contractually non-renewed and appeals such non-renewal under the procedures of 16 VSA section 1752 (b), the teacher may either (1) appeal under 16 VSA section 1752 or (2) submit a grievance within thirty (30) days of the decision directly to Step Four (binding arbitration) of Article 3.

27.3 The filing of a written notice of appeal with the Clerk of the Board pursuant to 16 VSA section 1752 or submission of a grievance to arbitration under Article 3 shall constitute an irrevocable election to pursue the first initiated and shall be a bar to the pursuit of any and all other remedies.

27.4 If the administration is considering the non-renewal of the contract of a non-probationary teacher for reasons of teacher performance, the administration shall provide the teacher with a written notice of such intent by January 15. Such notice shall indicate those areas of performance that are unsatisfactory and provide a specified time for their correction. [For Reduction in Force, see 26.1]

27.5 Notification of non-renewal of contract based on performance shall be sent to a non-probationary teacher no later than March 15, and such notice shall include the reason(s) for the non-renewal. Notification of non-renewal or termination of a probationary teacher's contract shall be sent to the teacher no later than April 15.

27.6 Individual contracts of employment for the ensuing year shall be offered to non-probationary teachers on or before March 15. Individual contracts of employment for the ensuing year shall be offered to probationary teachers on or before April 15. If a teacher does not have a valid Level I or II license, middle school certification if teaching grades 7 or 8 at the middle school, and compliance with highly qualified teacher requirements, if applicable, for the next school year on file with the District by June 15 the Superintendent shall have the

discretion to revoke the teacher's contract for said year. Such contracts shall be subject to and consistent with the terms and conditions of the Collective Bargaining Agreement as from time to time is in effect. If an individual contract of employment contains any language inconsistent with the Collective Bargaining Agreement then in effect, the Collective Bargaining Agreement in effect for the work year involved will be controlling. A teacher who has not accepted offered employment by returning a signed individual contract of employment within fifteen (15) calendar days of receipt of the offer shall be deemed to have resigned his/her employment effective as of the end of the current work year, provided always an extension of time to March 30 for non-probationary and April 30 for probationary teachers shall be given to each teacher who requests the same in writing, delivered to the Superintendent within the aforesaid fifteen (15) day period. Notice by a teacher under this paragraph, if delivered by mail, shall be sent certified mail, return receipt requested.

27.7 A teacher hired for a position covered by this Agreement shall be employed as a probationary teacher until the teacher completes two (2) school years. Completion of a school year shall require actually working no less than one hundred and sixty (160) student days during a single fiscal year. During any year of probation in which a teacher can be expected to work no less than one hundred and sixty (160) student days, the administration will perform a minimum of two (2) formal observations, the first of which will occur prior to November 15. The non-renewal of a probationary teacher by the Board shall not be subject to the good and sufficient cause standard set forth in Section 27.1, or the grievance and arbitration procedures of this Agreement.

ARTICLE 28

ASSIGNMENTS, VACANCIES AND PROMOTIONS

28.1 Teachers shall be notified, in writing, by the Superintendent or his/her designee of their next year's teacher assignment on or before June 15. A teacher's assignment may, but need not be, the same as his/her current assignment. The Superintendent may change a teacher's assignment during the period from the date it was given through June 15 and thereafter up to and including anytime during the next school year. A reassignment after June 15 shall not be arbitrary or capricious, and the reasons for the change will be included with the written notice of change. Prior to changing a teacher's assignment after the first day of the next school year, the Superintendent shall attempt to develop a mutually acceptable resolution with the Association. If the Superintendent and Association fail to agree

upon a resolution within ten (10) school days of the Superintendent's notice, the Superintendent may implement the change upon ten (10) school days' written notice to the teacher and Association. A teacher who has his/her teacher assignment changed after June 15 shall be given such assistance by the administration to effectuate the change as is reasonable and appropriate. Such assistance may include up to five (5) days, with pay, for record keeping or the preparation of different instructional materials. Each additional day in excess of the regular work year identified in Article 29.4 shall be paid at the teacher's per diem rate. Reasonable and appropriate moving assistance shall also be provided if an elementary teacher is required during the school year to relocate his/her classroom.

28.2 A teacher who is employed by a school district covered by this agreement shall not suffer a loss of salary, benefits, or seniority due to a move to another school district covered by this agreement provided there is no break in employment following separation from the original employing district.

28.3 A notice of all teaching vacancies shall be mailed to the President of the SWVEA. Vacancy notices shall include desirable qualifications, salary range, deadline for applications and where applications should be submitted.

ARTICLE 29
HOURS AND DUTIES
GENERAL PROVISIONS

29.1 The work day for classroom teachers will begin at the time assigned to each teacher by the Superintendent or his/her designee, and it shall be for a period of seven and one-half (7.5) hours. The workday shall include time utilized for a duty-free lunch period. The Board may modify the workday, but such modification shall not increase the length of the workday beyond the aforementioned seven and one-half hours, plus time as hereinafter provided.

29.2 Teachers will be provided a duty-free lunch period, the duration of which will be consistent with that provided to the students in the particular building. A teacher may leave the building during his/her lunch period provided such teacher shall record, in writing, his/her leaving and return in such manner as the Superintendent or his/her designee shall from time to time establish. A teacher who the Superintendent or his/her designee determines has left early or returned late from a lunch period may thereafter be prohibited from leaving the building during the lunch period.

29.3 The Superintendent or his/her designee, may, but need not, permit a teacher to leave the building before the end of his/her workday when the teacher is free of all duties. Teachers so leaving shall obtain the permission of the principal or his/her designee and shall record, in writing, their leaving and return in such manner as the principal, or his/her designee, shall from time to time establish.

29.4 The regular work year for teachers shall be designated by the school calendar adopted annually by the Board. The work year shall not exceed one hundred eighty-eight and one-half (188.5) days consisting of not more than one hundred and seventy-nine and one half (179.5) student days (the half day is the day before Thanksgiving) and nine (9) in-service days.

29.5 The Boards and SWVEA concur that in-service activities should be planned and coordinated to promote curriculum and staff development. To better meet the needs of the students, Boards, and the SWVEA, district in-service days scheduled by the Board shall include programs and activities jointly planned by the Board, or its designee, the Association, the Long Term Staff Development Committee, and such other persons or committees as the Board and teachers deem appropriate. Building in-service days scheduled by the Board shall include programs and activities jointly planned by the administration and faculty in each building. Two teacher designated in-service days shall be reserved and used for classroom preparation and closing at the discretion of the teacher.

29.6 In-service days will be allocated as follows: two (2) teacher designated in-service days that shall be reserved and used for classroom preparation and closing at the discretion of the teacher; one (1) in-service day shall be scheduled at the end of the first semester and used as a teacher workday with the individual teacher solely responsible for planning the work for that day; four (4) Supervisory Union in-service days; and two (2) building in-service days.

29.7 The SWVEA may form a committee inclusive of teachers from the several districts in order to propose a school calendar for the following school year by March 1 of the immediately preceding school year, which shall take into account the number of instructional and in-service days required under the contract as well as the required coordination with school districts which send students to the SWVDC. The Superintendent or his/her designee shall consider any suggestions offered by the SWVEA before finalizing the calendar. The Superintendent does not waive his/her obligation to set the school calendar under applicable

Vermont Law.

29.8 Teacher(s) except for guidance counselor(s) may, upon thirty (30) calendar days' written notice, be required to work a maximum of two (2) days per work year immediately before or after the regular work year. Guidance counselors may, upon thirty (30) calendar days' written notice, be required by the Board to work in excess of the regular work year to a maximum of ten (10) days per work year, up to five (5) days immediately before and five (5) days immediately after the regular work year. Such additional days and any other additional days voluntarily worked with the written approval of the Superintendent shall be paid for at the teacher's per diem rate.

29.9 The Superintendent or his/her designee may, with the consent of an affected Early Education Program teacher or educational consultant, schedule such teacher's work days over the twelve (12) months of a fiscal year.

29.10 Teachers may be required to participate in meetings for special needs students and for Student Evaluation and Planning Teams after the time for student dismissal. Teachers shall comply with the requirements of Federal Law under the IDEA and other applicable law.

29.11 The Superintendent or his/her designee shall establish duty rosters to ensure that duties are performed by all teachers whose assignments so permit.

29.12 A teacher and the Superintendent or his/her designee may agree to teacher reporting times or dismissal times earlier or later than the regular building schedule provided that the teacher's work day is neither increased nor decreased.

29.13 When schools are closed due to an emergency including, but not limited to, weather conditions, teachers are not required to report for work. Teachers may be requested to work, and if the teacher works (a teacher need not work), the teacher shall be paid at such teacher's per diem rate.

29.14 Teachers will not be required to chaperone school sponsored extra-curricular activities commencing after the end of teacher's workday unless it is part of the teacher's extra-curricular duties. These activities and programs may include, but are not limited to, gym programs, seasonal programs, music programs, and enrichment programs.

29.15 Teachers shall attend such meetings and do such work

as is reasonably necessary to obtain Public School Approval or NEASC/PSA. Such time shall be scheduled during the workday whenever practicable.

29.16 Teachers will have three (3) school days to schedule a mutually agreeable meeting time for conferences with parents, students, guidance counselors or the administration.

29.17 Teachers may not be required to participate in field trips which involve an overnight stay.

29.18 Teachers may, but need not serve as a building administrator in the absence of the building administrator provided the teacher, once having agreed to so serve, completes that which the teacher has agreed to do.

29.19 All teachers, including Special Education and Title teachers, may be required to remain after the regular workday for up to one (1) hour without additional compensation, no more than two (2) times per month to attend faculty or other professional meetings. In addition, special education teachers and reading teachers may be required to attend up to two (2) additional district-wide, or other professional meetings, of up to one (1) hour duration each year. Meetings will begin as close as practicable after the regular school day.

29.20 All teachers may be required to attend (1) "Open House" during the work year. If a teacher teaches in more than one building, such teacher may be required to attend an "Open House" at each building, provided the dates of the Open houses do not conflict. MAUHS teachers will be required to attend two Open Houses during the school year, one in the fall and one in the Spring Semester.

29.21 All teachers are required to submit lesson plans. The content and frequency of lesson plans will be defined by the Principal or his/her designee within the first two (2) weeks of each school year, and the staff will be informed of any subsequent changes. Requirements should be of an equitable nature and not capricious. Skill Center classes do not require lesson plans.

29.22 The administration may not rename or redefine a position defined in this agreement, create new positions under this contract that have the effect of increasing the teaching load of the existing instructional staff without bargaining for the change.

ELEMENTARY SCHOOL PROVISIONS

29.23 A. The principal or his/her designee shall solicit faculty interested in performing lunch, recess, and bus duties. Teachers will be assigned to such duties first from this volunteer list. If volunteers are not available, the principal or his/her designee may assign such duties on a rotating basis. This provision shall not preclude a board from using non-bargaining unit persons to perform such duties.

29.24 Except for bus duty, teachers who travel between buildings shall not be assigned administrative duties on any day they are assigned to more than one (1) building. No teacher shall be assigned administrative duties at a building other than the building to which he/she is assigned as a teacher. If a teacher is assigned duties at more than one (1) building, the time assigned for administrative duties shall not, in the aggregate, exceed the time assigned to teachers who are assigned to only one building.

29.25 Elementary teachers will participate in one fall and one spring parent conference to be arranged by each Board. A teacher may schedule his/her conferences after school and/or during the evening. Elementary teachers may leave the school after completing scheduled conferences.

29.26 Each elementary teacher shall have preparation time when a special subject teacher or librarian is teaching the elementary teacher's class. Each special education teacher, special subject teacher or librarian shall be scheduled for an amount of preparation time equivalent to the weekly average of preparation time of the regular classroom teachers in the building where they are assigned. If a teacher is required to forgo his/her preparation time for other reasons, such as administrative meetings, student staffing issues, or the absence of the special subject teacher or librarian, the teacher shall be compensated at the following rate for lost preparation time:

0- 30 MINUTES			\$20.00
31 - 45 MINUTES			\$25.00
46 - 60 MINUTES			\$30.00

If coverage extends over 60 minutes, the payment cycle repeats.

29.27 A task force may be created with representatives of the administration and the Association to seek ways to increase preparation time in each school. If ways to increase preparation time in a building are determined to exist, those changes may be implemented immediately.

29.28 Within two (2) weeks of the first student day each school year, each elementary school principal shall designate, and the school staff shall be notified, of each individual who may serve as the "professional in charge" whenever the principal is out of the building. If there is any change to this list of individuals during the school year, the staff will be so notified. Whenever the principal is out of the building both the individual who will serve and the principal's secretary will be notified of who will serve as the professional in charge.

MIDDLE SCHOOL [MAUMS] PROVISIONS

29.29 Except as provided in Sections 29.2 and 29.3, teachers for the 7th and 8th grades shall be present at the school and perform school-related work for the workday provided for in Section 29.1 and, during such workday, may be assigned school-related work or required to attend school-related meetings subject to the following limitations:

a. No more than one thousand five hundred (1500) minutes of student contact time ("student contact time" is defined in Section 29.31 below) during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks;

b. No more than one hundred and fifty (150) minutes of duty time ("duty time" is defined in Section 29.31 below) during a five (5) day week, and prorated based on thirty(30) minutes per day during shorter weeks; Additionally, teachers shall be provided a thirty (30) minute duty-free lunch period each workday and two hundred twenty-five (225) minutes of teacher-directed preparation time during a five (5) day week, prorated based on forty-five (45) minutes per day during shorter weeks.

c. Teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Principal or his/her designee. Teachers assigned to provide class or duty coverage during their lunch period or teacher-directed preparation time will be paid for the time to perform such duties as follows:

0- 30 MINUTES			\$20.00
31 - 45 MINUTES			\$25.00
46 - 60 MINUTES			\$30.00

If coverage extends over 60 minutes, the payment cycle repeats.

Nothing herein shall preclude a Board from using non-bargaining unit personnel to perform such duties.

MT. ANTHONY UNION HIGH SCHOOL PROVISIONS

29.30 Except as provided in Sections 29.2 and 29.3, teachers shall be present at the school and perform school-related work for the workday provided for in Section 29.1 and, during such workday, may be assigned school-related work or required to attend school-related meetings subject to the following limitations:

a. No more than one thousand five hundred (1500) minutes of student contact time ("student contact time" is defined in section 29.31 below) during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks, with no more than one thousand two hundred (1250) minutes per week based on an annual average (prorated for shorter weeks) of direct classroom instruction;

b. No more than one hundred and fifty (150) minutes of duty time ("duty time" is defined in Section 29.31 below) during a five (5) day week, and prorated based on thirty (30) minutes per day during shorter weeks; additionally, teachers shall be provided a thirty (30) minute duty-free lunch period each workday and two hundred twenty-five (225) minutes of teacher-directed preparation time during a five (5) day week, prorated based on forty-five (45) minutes per day during shorter weeks.

c. During the first (1st) year of an assignment, teachers of Advance Placement (AP) courses shall be given ten (10) days pay at a per diem rate determined using pay at B.A. Column, Step 2 of the salary schedule applicable for that year to compensate for program preparation.

d. MAUHS teacher(s) may be assigned to cover another

teacher's class or other duty at the request of the Principal or his/her designee. Teacher(s) assigned to provide class coverage will be paid for the time to perform such duties as follows:

0- 30 MINUTES			\$20.00
31 - 45 MINUTES			\$25.00
46 - 60 MINUTES			\$30.00

If coverage extends over 60 minutes, the payment cycle repeats.

Teachers who teach classes for seniors shall not be entitled to the payments provided for above during periods prior to the end of a school year but following the completion of regularly-scheduled classes for seniors.

29.31 (a) "Student Contact Time" shall refer to time when a teacher is responsible for a specific student or group of students for activities such as, without limitation, direct classroom instruction, advisories, tutorials and guided study.

(b) "Duty Time" is time is responsible for providing general supervision in a designated area such as the cafeteria, hallways, bus loading zone and recess areas.

SOUTHWEST VERMONT REGIONAL TECHNICAL SCHOOL DISTRICT PROVISIONS

29.32 SWVRTSD teachers are subject to the following:

a. Teachers may be assigned teaching time of up to one thousand five hundred (1500) minutes during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks. Teachers who have less than one thousand five hundred (1500) minutes during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks of teaching time per day may be assigned administrative, supervisory, or student contact time to equal the one thousand five hundred (1500) minutes during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks. In order to create and maintain a learning environment that is supportive of students' learning and teachers' productively teaching, teachers will participate in promoting and improving school climate. For this purpose, teachers may be assigned to monitor halls and other duties as deemed appropriate and

necessary. Teachers will also contribute to the continual improvement of the SVRTSD through program development and improvement, program maintenance, public relations, recruiting, and marketing (see definitions below). Teachers may periodically be asked to cover other teachers' classes when a substitute teacher is unavailable. SVRTSD teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Director or his/her designee as follows:

1. Teachers shall first be assigned to class coverage from a volunteer list.

2. If no volunteers are available, class coverage assignments shall be equitably distributed among all available teachers in the building.

3. Teachers who are assigned an administrative or supervisory duty shall only be assigned class coverage when no teacher in the building with a preparation period is available. If a teacher who is assigned an administrative or supervisory duty is required or requested to cover a class for an absent teacher when a teacher in the building with a preparation period is available, he/she shall be compensated for the assignment according to the Agreement.

4. Teacher(s) assigned to provide class coverage will be paid for the time to inform such duties as follows:

0 - 30 MINUTES			\$20.00
31 - 45 MINUTES			\$25.00
46 - 60 MINUTES			\$30.00

5. If coverage extends over 60 minutes, the payment cycle repeats.

b. Teachers may sign a voluntary agreement for paid extra teaching time over the one thousand five hundred (1500) minutes during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks to teach pre-tech foundation courses or other courses in lieu of hall monitoring. (Teachers have the option to cover other teacher's classes as a substitute whenever possible.)

c. "Assigned Teaching Time" is defined as program and course instruction that falls within the three hundred (300) per day. "Paid Extra Instruction" is defined as additional, voluntary program or course instruction that is beyond the three hundred

(300) minutes per day of assigned classroom teaching, but is not student contact time nor public relations, recruiting, marketing, or program development, improvement and maintenance as defined in 23.33.

d. The Board recognizes the importance of preparation for teaching each day; therefore, teachers will have sixty (60) minutes of preparation time per day for three hundred (300) minutes of class/program teaching time each day. Teachers will have a duty-free lunch period of forty (40) consecutive minutes per day.

29.33 Definition of Duties: All SVRTSD teachers will continue to be kept in compliance with state law and regulation regarding contact time with students.

STUDENT CONTACT TIME (supervisory): Is defined as time that is supervising, working with, or instructing students but is not classroom teaching time for a continuous period of one semester or more. Such activity includes: tech focus; hall monitoring duty; and other teaching assignments.

PUBLIC RELATIONS / RECRUITING / MARKETING (administrative): This includes, but is not limited to, open house (3), SVRTSD promotional activities, student interviewing, and sending school presentations and recruiting.

PROGRAM DEVELOPMENT, IMPROVEMENT AND MAINTENANCE (administrative): Includes such activity as program advisory committee, state technical education coordination activities (D.O.E. program competencies, meetings), State technical conference, job placement preparation, co-op placement (business and industry consultation), school committees, FES activity, and other duties as deemed appropriate and necessary.

29.34 The Director will make every effort to consult with the SVRTSD Faculty Senate when planning teaching and duty schedules.

ARTICLE 30 SALARIES

30.1 Salaries for each work year of this Agreement shall be paid to persons within the unit at the rate set forth in the attached Appendix A. There will be no "step" movement during the term of this agreement or thereafter. Teachers who were employed on June 30, 2010 who continued to be employed thereafter will remain on the same "step" in the "step" column, not the "exp"

column, on which they were placed as of June 30, 2010. Section 30.2 notwithstanding, teachers hired after June 30, 2010 but before June 30, 2011, will be placed on the "step" in the "step" column, not the "exp" column, that is one step below the step on which they were placed when they were hired Any teacher who, as of the effective date of this Agreement, has received a higher salary in FY 2010-2011 (based on step advancement on July 1, 2010 or step placement at the time of hire) than is provided for under this Agreement shall not be required to reimburse the Districts for the excess compensation. Any teacher who, as of the effective date of this Agreement, has not received the salary in FY 2010-2011 that is provided for under this Agreement shall be promptly paid any additional compensation due.

30.2 a. A teacher newly employed by a Board during the term of this Agreement shall be advised, in writing, of the experience (vertical) step and educational (horizontal) column at which he/she shall be placed.

b. A Board shall base the teacher's placement at an experience step upon the years of teaching experience the teacher has accumulated prior to employment by the Board. For the purposes of evaluating prior teaching experience, part-time teaching shall consist of at least fifty percent (50%) of a full-time teaching load, and two years of part-time teaching shall be the equivalent of one full year of teaching experience. Full-time teaching shall consist of at least sixty percent (60%) of a full-time teaching load. The intent of the parties is to place a newly employed teacher on the same experience level as a currently employed teacher with the same experience. Due to Salary Schedule revisions, the vertical Step of the Salary Schedule does not necessarily reflect a teacher's actual experience. Placement at a horizontal level shall be determined in accordance with the provisions of this contract.

c. A Board may provide monetary hiring incentives in addition to compensation provided for in this agreement, payable over one or more years, for the initial placement of a teacher hired to fill a position identified as a "teacher shortage area" by the Vermont Department of Education taking into consideration a teacher's years of non-teaching work experience in a position(s) that required, at a minimum, a bachelor's degree and work involving regular use of skills or knowledge related to the identified teacher shortage area.

d. On the first to occur of January 1st or July 1st following a teacher's successful completion of the certification program conducted by the National Board for Professional Teaching

Standards, the teacher's salary will be adjusted to provide the teacher the equivalent of advancement on the salary schedule by two (2) vertical steps.

30.3 Teachers at the SVRTSD who are hired from business or industry shall be granted one (1) year of teaching experience on the Salary Schedule for each two (2) years of relevant experience up to a maximum of ten (10) years credited experience for salary schedule placement, provided that at least five (5) years of any credited experience is based on work performed within twelve (12) years of the teacher's hiring. In addition to the business/industrial experience noted above non-degree teachers who have a Vermont State Level 1 Professional Educator's License shall be given credit for prior teaching experience within the license endorsement subject area for which the teacher is being hired to teach and said teacher shall then be placed on the appropriate step of the BA/BS Column of the Salary Schedule.

30.4 Teachers shall be paid in twenty-two (22) substantially equal installments less deductions for time not worked and not otherwise payable under this Agreement, or twenty-six (26) substantially equal installments with a lump sum in June less deductions for time not worked and not otherwise payable under the Agreement. Payments shall be directly deposited in a financial institution designated by each teacher. It is the teacher's responsibility to notify the Superintendent or his/her designee, in writing, of the financial institution for direct deposit of payments and any change in his/her payment schedule at least three (3) weeks before the first payday. The first payment for a given work year shall be on the Board's regularly scheduled payday on its payday cycle following the first workday for the given work year. Thereafter teachers' pay day will coincide with the Board's payday cycle. The second payday shall not be more than fourteen (14) calendar days from the first payday. A teacher employed for less than a full work year shall be paid for days actually worked at the teacher's per diem rate prorated if for less than a full regular work day. In the event of death of a teacher, the salary payable to him/her for time worked shall be paid to his/her spouse or estate. Adjustments requiring payment by a teacher leaving the employ of a Board that are not paid upon termination of employment shall be paid within two weeks. When a payday occurs on a holiday, teachers will receive their payments for that payday on the last business day preceding the holiday.

30.5 A teacher receiving compensation under Appendix B or C of this Agreement will be paid a lump sum after the services have been completed. If the service is rendered for the entire school year, the teacher shall receive two substantially equal payments.

The first payment shall be on the second payday in December and the balance shall be on the last payday for the work year.

30.6 Whenever a teacher's per diem rate is pertinent, it shall be determined by dividing the applicable salary for that teacher by the number of workdays in paragraph 29.4.

30.7 The horizontal level of each teacher is determined by his/her earned degrees, academic credits that have received the prior written approval of the Superintendent and professional advancement credits that have received prior written approval of the Superintendent.

Academic Credits & Degrees. Academic credits and degrees that are not reported, in writing, to the Superintendent prior to employment shall not be approved. After employment, academic credits earned between recognized degrees shall be recognized for purposes of establishing the horizontal level of a teacher and shall be credited after submission of such information of the successful earning of such credits as the Superintendent shall request. Academic credits in courses of academic study which are significantly different in content from previous courses taken by the teacher which qualify for horizontal level movement shall be as follows:

1) Academic credits earned in courses of academic study leading to an accredited advanced degree or to additional degrees in areas of the teacher's certification.

2) Academic credits earned in courses in the teacher's area of certification.

3) Academic credits earned in courses in teaching methodology, skills or pedagogical improvement.

4) Academic credits earned in courses which are not embraced within anyone of the three preceding subparagraphs provided (1) advanced written approval of the Superintendent is obtained, and two (2) the courses are in the opinion of the Superintendent within the area of the teacher's involvement. The decision of the Superintendent under this subsection (4) shall be binding on all parties and shall not be subject to grievance or arbitration.

5) Academic credits shall not be recognized for the purposes of establishing the horizontal level of a teacher unless the teacher has received a B minus or better grade or if the course is a pass/fail the teacher receives a grade of pass.

6) Teachers hired during the term of this agreement and teachers employed as of June 30, 2010 who are in the B+30 column shall only receive academic credit for college courses commenced on or after July 1, 2010 that are at the post-graduate (master's degree or higher) level.

Professional Advancement Credits - The Superintendent shall

designate in advance those Professional Advancement programs and activities which shall qualify a teacher to advance horizontally on the Salary Schedule. The term "Professional Advancement Programs" refers to those programs and/or courses provided by the Superintendent, or his/her designee, within the Southwest Vermont Supervisory Union. The Superintendent shall establish in advance the amount of professional advancement credits awarded for the successful completion of a Professional Advancement Program. The quality and quantity of work required of a teacher to receive professional advancement credit shall be reasonably in proportion to the quality and quantity of work required of a teacher to receive an academic credit hour from an accredited academic institution that qualifies a teacher for horizontal advancement on the Salary Schedule. The Superintendent, or his/her designee, may assign less than one (1) Professional Advancement Credit for an approved professional advancement program if the quality and quantity of work required of such program is proportionately less than the quality and quantity of work required of a teacher to receive one (1) academic credit hour from an accredited academic institution. Likewise, the Superintendent may award more than one professional advancement credit for an approved professional advancement program if the quality and quantity is proportionately more than the quantity and quality of work required of a teacher to earn one (1) academic credit hour from an accredited academic institution. The Superintendent may approve credit for Professional Advancement Programs for purposes of horizontal advancement of the professional advancement program includes a means or method for measuring a teacher's understanding and/or mastery of the information or skills that are the subject of the professional advancement program.

Assessment of Professional Advancement Credits for Horizontal Movement:

The effective day for horizontal movement on the salary schedule shall be the first payday within fourteen (14) days of the date of receipt at the Superintendent's office of a final grade report or transcript of the successful earning of the academic credits or degree or Professional Advancement Credits as the Superintendent shall request. Teachers may advance horizontally on the salary schedule until the highest level is reached.

30.8 Except as provided in section 27.1, a teacher shall automatically advance to the next higher vertical level of the salary schedule at the commencement of each succeeding work year. Horizontal advancement shall be limited to one column per calendar year.

30.9 The period for recovery for error in compensation paid to a teacher shall be the date of filing a grievance or written demand for payment by either teacher or Board to the other, whichever first occurs. In the event the error in compensation is underpayment to a teacher, the Board will pay the amount of underpayment as soon as practicable after verification of the amount payable. In the event the error is overpayment to a teacher, the amount will be deducted from teacher's pay in equal installments over a twelve (12) month period except that one (1) if the teacher desires, the teacher may reimburse the Board in a shorter period of time and two (2) if the teacher is not to be in the Board's employ for the next work year and such installments would be payable in the ensuing work year, the Board may require the amount to be paid over the remaining pay dates of the current work year.

30.10 Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, he/she shall be paid a stipend of five hundred dollars (\$500) per year (pro-rated for part-time or partial year service). Mentoring duties shall be as assigned by the administration, however, these duties shall be reasonably consistent with the following expectations.

A. One (1) meeting weekly between the mentor and the teacher.

B. Three (3) meetings per year between the mentor and members of the Administration.

C. Three (3) written reports, per year, to the Administration, prepared by the mentor.

D. Attendance at mentor training during the pre-school year in service training.

E. Other meetings and activities as agreed upon between the mentor and the teacher.

ARTICLE 31

DEFINITIONS

31.1 "Teacher" All employees within that bargaining unit recognized under Article 1 of this Agreement employed by a given "Board."

31.2 "Long Term Substitute Teacher" A person employed under a Long Term Substitute Teacher written contract to teach at the same assignment for a term of at least ninety (90) consecutive work days in a given work year to fill a vacancy created by the absence of a teacher who is expected to return.

31.3 "Substitute Teacher" A person employed on an

intermittent basis for periods of less than ninety (90) consecutive work days at the same assignment.

31.4 "Administrator" All professional personnel employed by Board to serve in such positions as Superintendent, Assistant Superintendent, Supervisor, Principal, Assistant Principal, Director of Special Needs, Business Manager and other similar positions.

31.5 "Board" The governing body of a particular school system or a designated representative thereof and, notwithstanding the fact there are several separate distinct "Boards" who are parties to this agreement, in every instance "Board" shall never mean more than the Board for a single system and the context of every article is to read separate and apart for each Board.

31.6 "Regular School Year" The total of instructional days and in-service days that are contractually agreed upon for any given year.

31.7 "Teacher Assignment" That directive a Board issues to a teacher employed by it prior to or at the beginning of a school year which indicates (a) the building or buildings at which the teacher is to work, and (b) the grades and subjects to be taught by the teacher, or if the teacher is other than a classroom teacher or if a special needs teacher or Title teacher or the nature of the professional duties to be performed.

31.8 "Head Teacher" and "Team leader" A MAUHS or Middle School teacher who, from among volunteers, is designated, in writing, by the Superintendent or his/her designee to serve as a head of a department or leader in an alternate structure or program until whichever of the following first occurs: (a) the elimination of the position, (b) the designation in writing of a successor, or (c) the end of the work year. A specific Job Description for this position shall be available in the Principal's Office.

31.9 Grant-Funded School Year Employee: An employee hired after the commencement of classes in a school year to fill a position funded by grant money first made available to the District after commencement of classes and subject to the requirement that the grant funds be fully expended by the end of the District's fiscal year. As used herein, the involved grants must provide "one-time" funding or "year-to-year" funding where there is no binding commitment of funds beyond the current fiscal year.

ARTICLE 32

LONG TERM SUBSTITUTE TEACHER

32.1 A teacher who is employed under a written contract as a Long Term Substitute or Grant-Funded School Year Teacher shall be entitled to all rights and benefits of the Collective Bargaining Agreement except the (a) right to have his/her contract renewed (Article 27), (b) provisions for reduction in force (Article 26), and (c) employment is terminable by either party upon delivery of written notice to the other unless otherwise agreed in such teacher's employment contract. Salary, leaves, and benefits shall commence as soon as possible after the teacher commences employment as a long-term substitute or Grant-Funded School Year Teacher.

32.2 A Grant-Funded School Year Teacher employed for at least 60% percent of the school year who is rehired in the school year immediately following termination of the teacher's contract shall be awarded experience credit for the prior year pursuant to Section 30.1.

ARTICLE 33

DURATION AND RECOGNITION

33.1 This Agreement shall be effective as of July 1, 2010 and remain in full force and effect through June 30, 2011. The Boards agree to meet with the Association for the purpose of establishing ground rules and to discuss other matters agreed upon and will enter into negotiations with respect to a successor agreement(s) at the Association's earliest convenience.

Final Complete Contract.wpd

Appendix A

SOUTHWEST VERMONT SUPERVISORY UNION

2010-2011

Base Salary	\$32,356.87	
Vert Increment	0.045	\$ 1,456
Horiz Increment	0.045	\$ 1,456

STEP	Exp.	BA		BA+15		BA+30		M		M+15		M+30	
		Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary
1		1.0000	\$ 32,357	1.0450	\$ 33,813	1.0900	\$ 35,269	1.1350	\$ 36,725	1.1800	\$ 38,181	1.2250	\$ 39,637
2	0	1.0450	\$ 33,813	1.0900	\$ 35,269	1.1350	\$ 36,725	1.1800	\$ 38,181	1.2250	\$ 39,637	1.2700	\$ 41,093
3	1	1.0900	\$ 35,269	1.1350	\$ 36,725	1.1800	\$ 38,181	1.2250	\$ 39,637	1.2700	\$ 41,093	1.3150	\$ 42,549
4	2	1.1350	\$ 36,725	1.1800	\$ 38,181	1.2250	\$ 39,637	1.2700	\$ 41,093	1.3150	\$ 42,549	1.3600	\$ 44,005
5	3	1.1800	\$ 38,181	1.2250	\$ 39,637	1.2700	\$ 41,093	1.3150	\$ 42,549	1.3600	\$ 44,005	1.4050	\$ 45,461
6	4,5,6	1.2250	\$ 39,637	1.2700	\$ 41,093	1.3150	\$ 42,549	1.3600	\$ 44,005	1.4050	\$ 45,461	1.4500	\$ 46,917
7	7	1.2700	\$ 41,093	1.3150	\$ 42,549	1.3600	\$ 44,005	1.4050	\$ 45,461	1.4500	\$ 46,917	1.4950	\$ 48,374
8	8	1.3150	\$ 42,549	1.3600	\$ 44,005	1.4050	\$ 45,461	1.4500	\$ 46,917	1.4950	\$ 48,374	1.5400	\$ 49,830
9	9	1.3600	\$ 44,005	1.4050	\$ 45,461	1.4500	\$ 46,917	1.4950	\$ 48,374	1.5400	\$ 49,830	1.5850	\$ 51,286
10	10	1.4050	\$ 45,461	1.4500	\$ 46,917	1.4950	\$ 48,374	1.5400	\$ 49,830	1.5850	\$ 51,286	1.6300	\$ 52,742
11	11	1.4500	\$ 46,917	1.4950	\$ 48,374	1.5400	\$ 49,830	1.5850	\$ 51,286	1.6300	\$ 52,742	1.6750	\$ 54,198
12	12	1.4950	\$ 48,374	1.5400	\$ 49,830	1.5850	\$ 51,286	1.6300	\$ 52,742	1.6750	\$ 54,198	1.7200	\$ 55,654
13	13,14,15,16	1.5400	\$ 49,830	1.5850	\$ 51,286	1.6300	\$ 52,742	1.6750	\$ 54,198	1.7200	\$ 55,654	1.7650	\$ 57,110
14	17	1.5850	\$ 51,286	1.6300	\$ 52,742	1.6750	\$ 54,198	1.7200	\$ 55,654	1.7650	\$ 57,110	1.8100	\$ 58,566
15	18	1.6300	\$ 52,742	1.6750	\$ 54,198	1.7200	\$ 55,654	1.7650	\$ 57,110	1.8100	\$ 58,566	1.8550	\$ 60,022
16	19	1.6750	\$ 54,198	1.7200	\$ 55,654	1.7650	\$ 57,110	1.8100	\$ 58,566	1.8550	\$ 60,022	1.9000	\$ 61,478
17	20	1.7200	\$ 55,654	1.7650	\$ 57,110	1.8100	\$ 58,566	1.8550	\$ 60,022	1.9000	\$ 61,478	1.9450	\$ 62,934
18	21+	1.7650	\$ 57,110	1.8100	\$ 58,566	1.8550	\$ 60,022	1.9000	\$ 61,478	1.9450	\$ 62,934	1.9900	\$ 64,390

Due to Salary Schedule revisions, the vertical Step of the Salary Schedule does not necessarily reflect a teacher's actual experience.

APPENDIX B
SOUTHWEST VERMONT SUPERVISORY UNION
EXTRA PAY SCHEDULE

A. A Board may, but need not, assign teachers to classroom teaching positions in summer school or to classroom teaching positions in an adult, evening education program (a teacher need not accept such assignment). A teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of thirty-two dollars and seventy-five cents (\$32.75) per hour of assigned in classroom time provided the assigned work is not within the purview of section B of this Appendix B. Guidance Counselors shall be compensated at the above hourly rate for their required attendance at after school events.

B. A Board may, but need not, assign teachers to perform special education duties in July and August. If a teacher is so assigned and such teacher accepts such assignment (a teacher need not accept), the teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of thirty-two dollars and seventy-five cents (\$32.75) per hour of assigned time provided the assigned work is not within the purview of section A of this Appendix B.

C. Head Teacher compensation shall be computed by multiplying the Base Pay at B.A. Level 1 of the salary schedule applicable for that year by the following applicable percent.

3% For an assignment in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure or designated program is two or three teachers and Special Needs Aides, or

6% or \$1,500, whichever is the greater, for department(s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure or designated program is four to six teachers and Special Needs Aides, or

10% for department(s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure or designated program is seven or more Teachers and Special Needs Aides or

**APPENDIX C
EXTRA CURRICULAR SALARY SCHEDULE**

FY 2011

A. Salaries for extra curricular activities shall be computed by multiplying a salary of \$34,539 by the following indices:

CATEGORY	INDEX
LEVEL 1	.136
LEVEL 2	.117
LEVEL 3	.098
LEVEL 4	.083
LEVEL 5	.072
LEVEL 6	.064
LEVEL 7	.057
LEVEL 8	.049
LEVEL 9	.042
LEVEL 10	.034
LEVEL 11	.026
LEVEL 12	.022

B. Recognizing that experience enhances ones ability to run an effective program, those coaches and advisors with service in his/her activity will receive additional compensation computed as follows:

a) Advisor/Coach with at least five (5) years of service in his/her activity, but not more than ten (10) years of such service will receive an additional five (5%) percent of his/her Appendix C pay.

b) Advisor/Coach with ten (10) or more years service in his/her activity will receive an additional ten (10%) percent of his/her Appendix C pay.

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
ACTIVITIES DIRECTOR	MS	ADVISOR	1	0.136	\$4,697
BOYS BASKETBALL	HS	VARSITY HEAD	1	0.136	\$4,697
DRAMA CLUB DIRECTOR	HS	ADVISOR	1	0.136	\$4,697
FOOTBALL	HS	VARSITY HEAD	1	0.136	\$4,697
GIRLS BASKETBALL	HS	VARSITY HEAD	1	0.136	\$4,697
WRESTLING	HS	VARSITY HEAD	1	0.136	\$4,697
BASEBALL					
BASEBALL	HS	VARSITY HEAD	2	0.117	\$4,041
BOYS LACROSSE	HS	VARSITY HEAD	2	0.117	\$4,041
BOYS SOCCER	HS	VARSITY HEAD	2	0.117	\$4,041
FIELD HOCKEY	HS	VARSITY HEAD	2	0.117	\$4,041
GIRLS LACROSSE	HS	VARSITY HEAD	2	0.117	\$4,041
GIRLS SOCCER	HS	VARSITY HEAD	2	0.117	\$4,041
SOFTBALL	HS	VARSITY HEAD	2	0.117	\$4,041
TRACK & FIELD	HS	VARSITY HEAD	2	0.117	\$4,041
X-C SKIING	HS	VARSITY HEAD	2	0.117	\$4,041
BOYS BASKETBALL					
BOYS BASKETBALL	HS	JR. VARSITY HEAD	3	0.098	\$3,385
GIRLS BASKETBALL					
GIRLS BASKETBALL	HS	JR. VARSITY HEAD	3	0.098	\$3,385
WRESTLING					
WRESTLING	HS	JR. VARSITY HEAD	3	0.098	\$3,385
X-COUNTRY					
X-COUNTRY	HS	VARSITY HEAD	3	0.098	\$3,385
DRAMA CLUB ASSIST					
DRAMA CLUB ASSIST	HS	ADVISOR	4	0.083	\$2,867
FFA					
FFA	CDC	ADVISOR	4	0.083	\$2,867
FOOTBALL					
FOOTBALL	HS	VARSITY ASSIST	4	0.083	\$2,867
FOOTBALL					
FOOTBALL	HS	VARSITY ASSIST	4	0.083	\$2,867
FOOTBALL					
FOOTBALL	HS	JR. VARSITY HEAD	4	0.083	\$2,867
MARCHING BAND					
MARCHING BAND	HS	ADVISOR	4	0.083	\$2,867

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
BASEBALL	HS	JR. VARSITY HEAD	5	0.072	\$2,487
BOYS BASKETBALL	HS	FRESHMAN HEAD	5	0.072	\$2,487
BOYS LACROSSE	HS	JR. VARSITY HEAD	5	0.072	\$2,487
BOYS SOCCER	HS	JR. VARSITY HEAD	5	0.072	\$2,487
CHEERLEADING WINTER	HS	VARSITY HEAD	5	0.072	\$2,487
DANCE TEAM	HS	ADVISOR	5	0.072	\$2,487
FIELD HOCKEY	HS	JR. VARSITY HEAD	5	0.072	\$2,487
GIRLS BASKETBALL	HS	FRESHMAN HEAD	5	0.072	\$2,487
GIRLS LACROSSE	HS	JR. VARSITY HEAD	5	0.072	\$2,330
GIRLS SOCCER	HS	JR. VARSITY HEAD	5	0.072	\$2,487
GOLF	HS	VARSITY HEAD	5	0.072	\$2,487
SOFTBALL	HS	JR. VARSITY HEAD	5	0.072	\$2,487
SWIM TEAM	HS	VARSITY HEAD	5	0.072	\$2,487
TRACK & FIELD	HS	VARSITY ASSIST	5	0.072	\$2,487
WINTER TRACK	HS	VARSITY HEAD	5	0.072	\$2,487
X-C SKIING	HS	VARSITY ASSIST	5	0.072	\$2,487
YEARBOOK HEAD	HS	DIRECTOR	5	0.072	\$2,487
BOYS BASKETBALL	MS	8 TH GRADE HEAD	6	0.064	\$2,210
BOYS BASKETBALL	MS	7 TH GRADE HEAD	6	0.064	\$2,210
BOYS TENNIS	HS	VARSITY HEAD	6	0.064	\$2,210
DECA	CDC	ADVISOR	6	0.064	\$2,210
GIRLS BASKETBALL	MS	8 TH GRADE HEAD	6	0.064	\$2,210
GIRLS BASKETBALL	MS	7 TH GRADE HEAD	6	0.064	\$0
GIRLS TENNIS	HS	VARSITY HEAD	6	0.064	\$2,210
WRESTLING	MS	7 TH -8 TH GRADE HEAD	6	0.064	\$2,210
WRESTLING	HS	JR. VARSITY ASSIST	6	0.064	\$2,210

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
BASEBALL	HS	FRESHMAN HEAD	7	0.057	\$1,969
BOYS SOCCER	HS	FRESHMAN HEAD	7	0.057	\$1,969
CHEERING FALL	HS	VARSITY HEAD	7	0.057	\$1,969
CHEERING WINTER	HS	JR. VARSITY	7	0.057	\$1,969
FENCING	HS	CO-ADVISOR	7	0.057	\$1,969
FIELD HOCKEY	HS	FRESHMAN HEAD	7	0.057	\$1,969
FOOTBALL	HS	JR. VARSITY ASSIST	7	0.057	\$1,969
FOOTBALL	MS	FRESHMAN HEAD	7	0.057	\$1,969
FOOTBALL	MS	7 TH -8 TH GRADE HEAD	7	0.057	\$1,969
FOOTBALL	MS	7 TH -8 TH GRADE HEAD	7	0.057	\$1,969
GIRLS SOCCER	HS	FRESHMAN HEAD	7	0.057	\$1,969
MESSENGER	HS	ADVISOR	7	0.057	\$1,969
BOYS SOCCER	MS	8 TH GRADE HEAD	8	0.049	\$1,692
BOYS SOCCER	MS	7 TH GRADE HEAD	8	0.049	\$1,692
CHEERING	MS	7 TH -8 TH GRADE	8	0.049	\$1,692
FIELD HOCKEY	MS	7 TH GRADE HEAD	8	0.049	\$1,692
FIELD HOCKEY	MS	8 TH GRADE HEAD	8	0.049	\$1,692
GIRLS SOCCER	MS	8 TH GRADE HEAD	8	0.049	\$1,692
GIRLS SOCCER	MS	7 TH GRADE HEAD	8	0.049	\$1,692
WRESTLING	MS	7 TH -8 TH GRADE ASSIST	8	0.049	\$1,692
SOFTBALL	MS	8 TH GRADE HEAD	8	0.049	\$1,692
SOFTBALL	MS	7 TH GRADE HEAD	8	0.049	\$1,692
CHEERING FALL	HS	JR. VARSITY HEAD	9	0.042	\$1,451
CLOSE UP	HS	ADVISOR	9	0.042	\$1,451
FALL INTRAMURALS	MS	ADVISOR	9	0.042	\$1,451
FOOTBALL	MS	7 TH -8 TH GRADE ASSIST	9	0.042	\$1,451

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
FOOTBALL	MS	7 TH -8 TH GRADE ASSIST	9	0.042	\$1,451
GOLF	HS	VARSITY ASSIST	9	0.042	\$1,451
INDOOR TRACK	HS	VARSITY ASSISTANT	9	0.042	\$1,451
JAZZ BAND	HS	ADVISOR	9	0.042	\$1,451
SWIM TEAM	HS	VARSITY ASSIST	9	0.042	\$1,451
TRACK & FIELD	MS	7 TH -8 TH HEAD	9	0.042	\$1,451
WINTER INTRAMURALS	MS	ADVISOR	9	0.042	\$1,451
WINTER INTRAMURALS	MS	ADVISOR	9	0.042	\$1,451
X-COUNTRY	MS	7 TH -8 TH GRADE	9	0.042	\$1,451
YEARBOOK	MS	ADVISOR	9	0.042	\$1,451
YEARBOOK	MS	ADVISOR	9	0.042	\$1,451
YEARBOOK	HS	ASSISTANT	9	0.042	\$1,451
YEARBOOK	HS	ASSISTANT	9	0.042	\$1,451
ACADEMIC EXPO	MS	ADVISOR	10	0.034	\$1,174
CHAMBER SINGERS	HS	ADVISOR	10	0.034	\$1,174
DRAMA CLUB	MS	ADVISOR	10	0.034	\$1,174
FRENCH CLUB	MS	ADVISOR	10	0.034	\$1,174
FRENCH CLUB	HS	ADVISOR	10	0.034	\$1,174
GERMAN CLUB	HS	ADVISOR	10	0.034	\$1,174
INTERACT CLUB	HS	ADVISOR	10	0.034	\$1,174
JAZZ BAND	MS	ADVISOR	10	0.034	\$1,174
MODEL U. N.	HS	ADVISOR	10	0.034	\$1,174
NATIONAL HONOR SOC	HS	ADVISOR	10	0.034	\$1,174
ROCK CLIMBING CLUB	HS	ADVISOR	10	0.034	\$1,174
SCHOLAR'S BOWL	HS	ADVISOR	10	0.034	\$1,174
SENIOR CLASS ADVISOR	HS	ADVISOR	10	0.034	\$1,174
SKI CLUB	MS	ADVISOR	10	0.034	\$1,174

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
SKI CLUB	HS	ADVISOR	10	0.034	\$1,174
SPANISH CLUB/ EXCH	HS	ADVISOR	10	0.034	\$1,174
VICA SKILLS USA	CDC	ADVISOR	10	0.034	\$1,174
WRITING CLUB	HS	ADVISOR	10	0.034	\$1,174
BOOK CLUB	MS	ADVISOR	11	0.026	\$898
BOWLING CLUB	HS	ADVISOR	11	0.026	\$898
ENVIRONMENTAL CLUB	HS	ADVISOR	11	0.026	\$898
FUTURE TEACHER'S CLUB	HS	ADVISOR	11	0.026	\$898
INTERNATIONAL CLUB	MS	ADVISOR	11	0.026	\$898
JAPANESE CLUB	MS	ADVISOR	11	0.026	\$898
JUNIOR CLASS	HS	ADVISOR	11	0.026	\$898
MATH COUNTS	MS	ADVISOR	11	0.026	\$898
MODEL CONGRESS	HS	ADVISOR	11	0.026	\$898
MUSICAL THEATRE	HS	ADVISOR	11	0.026	\$898
NATURE & ECOLOGY	MS	ADVISOR	11	0.026	\$898
OUTING CLUB	HS	ADVISOR	11	0.026	\$898
SPANISH CLUB	MS	ADVISOR	11	0.026	\$898
STANDING OVATIONS	MS	ADVISOR	11	0.026	\$898
STUDENT ACTIVIST NETWORK	HS	ADVISOR	11	0.026	\$898
STUDENT SENATE	HS	ADVISOR	11	0.026	\$898
WEIGHT ROOM	HS	FALL SUPERVISOR	11	0.026	\$898
WEIGHT ROOM	HS	SPRING SUPERVISOR	11	0.026	\$898
WEIGHT ROOM	HS	WINTER SUPERVISOR	11	0.026	\$898
WRITING CLUB	MS	ADVISOR	11	0.026	\$898
ART CLUB	HS	ADVISOR	12	0.022	\$760
COMPUTER CLUB	HS	ADVISOR	12	0.022	\$760
CHESS CLUB	MS	ADVISOR	12	0.022	\$760

TEAM/CLUB		POSITION	CAT	INDEX	SALARY
CHESS CLUB	HS	ADVISOR (VOL)	12	0.022	\$760
DIVERSITY CLUB	HS	ADVISOR	12	0.022	\$760
DRAMA CLUB COSTUMES	HS	ADVISOR	12	0.022	\$760
DRAMA CLUB SOUND	HS	ADVISOR	12	0.022	\$760
FBLA	CDC	ADVISOR	12	0.022	\$760
FILM CLUB	HS	ADVISOR	12	0.022	\$760
FRESHMAN CLASS	HS	ADVISOR	12	0.022	\$760
HOMECOMING	HS	ADVISOR	12	0.022	\$760
HUMAN SERVICES	CDC	ADVISOR	12	0.022	\$760
INTRAMURAL ACTIVITY CLUB	HS	ADVISOR	12	0.022	\$760
LAPIDARY	HS	ADVISOR	12	0.022	\$760
MAJORETTE SQUAD	HS	ADVISOR	12	0.022	\$760
PHOTOGRAPHY CLUB	HS	ADVISOR	12	0.022	\$760
RECYCLING CLUB	HS	ADVISOR	12	0.022	\$760
SADD	HS	ADVISOR	12	0.022	\$760
SHOW CHOIR	HS	ADVISOR	12	0.022	\$760
SOPHOMORE CLASS	HS	ADVISOR	12	0.022	\$760
SPANISH HONOR SOCIETY	HS	ADVISOR	12	0.022	\$760
STUDENT COUNCIL	MS	ADVISOR	12	0.022	\$760
STUDENT COUNCIL	MS	ADVISOR	12	0.022	\$760
WON-HWA DO	HS	ADVISOR	12	0.022	\$760

APPENDIX D
SWVEA Dues Authorization Card

Name _____

Address _____

I hereby request and authorize the _____ Board of School Directors to deduct, beginning when reasonably possible, membership dues in such amounts as are from time-to-time certified by the SWVEA to the Board. Deductions shall be in substantially equal amounts from each paycheck during the school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year only if I notify the Board, in writing, to do so on or before July 1 of any given year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and I relieve the Board and all of its officers from any liability therefore.

Dated _____

Name (Print) _____

Signature _____

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